

TITLE PAGE

ORIGINAL

**TARIFF CONTAINING REGULATIONS AND RATES
For END USER**

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Of

**TOUCH AMERICA Services, Inc.
130 N. Main Street
Butte, Montana 5970 1
Phone: (406) 496-5 100
Toll-Free: (800) 823-4874**

Within

THE STATE OF ARIZONA

For Customer Inquiries and Complaints, Please Write to or Call the Following:

**TOUCH AMERICA Services, Inc.
Customer Service Center
1903 S. Russell
P.O. Box 5207
Missoula, Montana 59806
Phone: (406) 523-3605
Toll-Free: (800) 823-4664
Facsimile: (406) 523-3606
Toll-Free Fax: (800) 823-3299**

NOTES:

1. All customers taking services under Touch America Services, Inc. Tariff No. 1 signed up for service prior to June 30, 2000 and were formerly customers of Qwest Communications Corp., LCI International Telecom, Inc., or USLD Communications, Inc.
2. Customers taking service under this Tariff are billed through their local exchange carrier
3. Services, rates, terms and conditions contained in this tariff are "grandfathered" and exist only to the extent necessary to maintain the services, rates, terms and conditions at pre-transfer levels for customers who took service from Qwest Communications Corp., LCI International Telecom, Inc., or USLD Communications, Inc. prior to June 30, 2000.

ISSUED: June 30, 2000
Issued by:

**Michael J. Meldahl, President
TOUCH AMERICA Services, Inc.
130 N. Main Street
Butte, Montana 59701
(406) 496-5 100**

EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

ORIGINAL

CHECK SHEET

The Title Sheet and Sheets 1 through 277 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

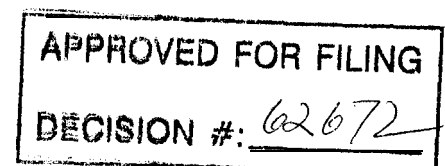
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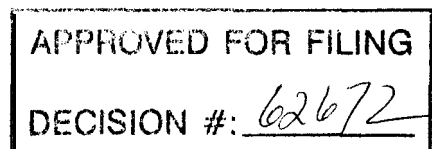
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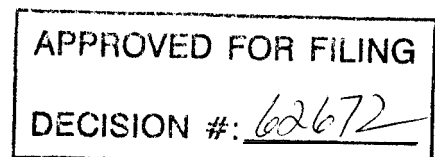
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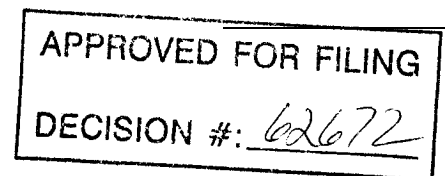
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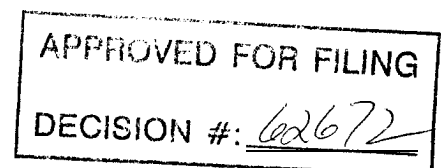
TARIFF FORMAT

- A. **Sheet Numbering** • Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** • Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** • When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to **find** if a particular sheet is the most current on file with the Commission.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

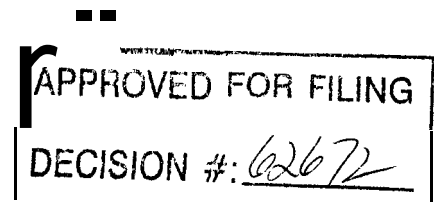
OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

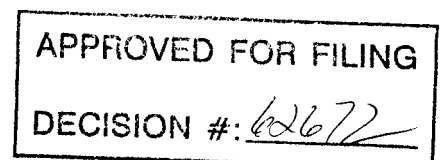
- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of Intrastate, InterLATA and IntraLATA telecommunications services by TOUCH AMERICA Services, Inc. ("Carrier") between locations within the state of Arizona.

This tariff is applicable only to former customers of LCI International Telecom Corp., Qwest Communications Corporation, and USLD Communications, Inc. whose services were transferred to TOUCH AMERICA Services, Inc. on June 26, 2000.

In order to assure that these customers are not subject to any changes in terms, conditions or prices due to the change in service provider, this tariff incorporates the services, terms, conditions and prices as they appeared in the respective tariffs of those companies on June 26, 2000.

All terms, conditions and prices contained in this tariff are "grandfathered" for customers in existence on or before June 26, 2000. The terms, conditions and prices contained in this tariff are no longer available to new customers. All customers taking TOUCH AMERICA Services, Inc. services after June 26, 2000 will receive services, terms, conditions and prices contained in Company's A.C.C. Tariff No. 2.

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SECTION 1 - DEFINITIONS

Account Number: Number defined by COMPANY for customer identification purposes to which all respective long distance and associated charges are assigned, billed and collectable from the customer. Associated charges are applicable install fees, monthly recurring service charges, PICC charges, long distance itemized call charges, late payment finance fees and applicable Federal, State, County, Municipal and/or Local taxes and Federal and/or State universal service charges.

Advance Payment: Partial or full payment required before the start of service.

Affiliate: Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Aggregator: Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to End Users of its premises for telephone calls using a provider of operator services.

Answer Supervision: Switch capability to detect, by hardware LEC signal or by switch software detection, the dialed number's answer event and the disconnect event. Answer Supervision deletes dialing, ring time and busy signal time from billable talk or communication time.

AT&T: American Telephone and Telegraph Company.

Authority Network Management System (Authority NMS): A system which provides customers on-line access to receive management reports as required applicable to utilization statistics per data line circuit interface (frame relay address), performance statistics for trunks and circuit lines and port statistics on a per frame relay port basis.

Authorization code: A customer identification and security code assigned by COMPANY that enables customer to access Company's long distance network.

Authorized User: A person, firm, corporation or any other entity authorized by the Customer to be connected to the service of the Customer.

Automatic Number Identification ("ANY"): The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party customer. The primary purpose of ANI is for billing toll calls.

Auto Reconfiguration (ARC): Automatic alternate destination routing to provide automatic re-routing of data to a predefined alternate destination for disaster recovery and local loop redundancy applications.

Bandstate calls; All calls placed within the State.

Basic Digital Service (BDS): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications.

Burst Information Rate (BIR): A short duration transmission that can relieve momentary congestion in the Local Area Network.

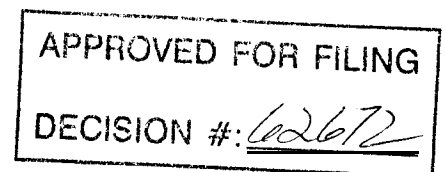
Business Customer: A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational, or other commercial nature.

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SECTION 1 - DEFINITIONS (Cont'd)

Cancellation of Order: A customer initiated request to discontinue processing a service order or request, either in part or in its entirety, prior to its completion.

Carrier: TOUCH AMERICA Services, unless specifically stated otherwise.

Channel or Circuit: A communications path between two or more points.

Collect Call: A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party verbally accepts the charge or keys in a positive response acknowledging acceptance of the charges.

Commission: The Arizona Corporations Commission ("ACC").

Committed Information Rate (CIR): A rate assigned to each Private Virtual Circuit (PVC) by the TA FramePlus subscriber. CIRs represent the "guaranteed" transmission rates between two network ports. CIRs are available in 8 Kbps increments from Zero to 1024K.

Company: TOUCH AMERICA Services, unless specifically stated otherwise.

Completed Calls: Completed calls are calls answered on the distance end or, where necessary, positively accepted by the called party. (i.e., Person-to-Person and Collect calls).

Connecting Carrier: A telecommunications company, which may be either an interexchange or a Local Exchange Carrier, that supplies COMPANY with facilities to originate, transport and/or terminate Company's long distance services, including Operator Services.

Customer: The person, firm, corporation or other entity which orders service -- either for its own use or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges as explained herein and for compliance with Company's price list regulations. For billing purposes, a customer is considered to be an account. If a person, firm, corporation or other entity orders the service in more than one originating city, or requests the assignment of more than one account number in a particular city, each such "customer" may include one or more locations of commonly owned or operated business.

Customer Dialed Calling Card Calls: Calling Card Calls which are handled on automated basis such that they do not require intervention by an attended operator position (i.e. a "live" operator) to complete.

Customer Provided Equipment: Terminal equipment provided by a customer.

Directory Assistance ("DA"): Service consisting of supplying listed telephone numbers to requesting customers.

Dedicated Access Lines: Dedicated Access lines used between the customer's premises and Company's Points-of-Presence for origination or termination of telecommunication traffic.

Deposit: equivalent of cash security held as a guarantee for payment of the charges.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

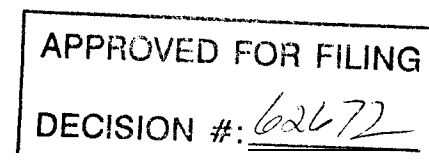
Expedited Service Order: A service order, which, in compliance with a customer request, is completed in a time period shorter than the Company's standard service interval.

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SECTION 1 - DEFINITIONS (Cont'd)

Extended Digital Service (EDS): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. EDS is available in increments of 64 Kbps up to 5 12 Kbps for higher speed data applications.

FCC: Federal Communications Commission

High Speed Digital Service (HDS): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. HDS transports full duplex digital signals over terrestrial facilities at the rate of 44.736 Mbps or the equivalency of 28 DS-1's or 672 DS-0's.

Holidays: The following are the COMPANY recognized national holidays determined at the location of the originator of the call. Unless a specific date is noted, the date of the holiday is the federal observed date:

New Year's Day (January 1)
Independence Day (July 4)
Memorial Day
Labor Day
Thanksgiving Day (Last Thursday in November)
Christmas Day (December 25)

Individual Case Basis ("ICB"): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer.

Installation: The connection of a circuit, or dedicated access line, or other dedicated facility for new or additional service.

Interconnection Facilities: Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

InterLATA Call: An **InterLATA** call is any call that originates and terminates in a different LATA.

IntraLATA Call: An **intraLATA** call is any call that originates and terminates within the same LATA.

LATA - (Local Access and Transport Area): A geographical area established as required by the Modified Final Judgment in the government's antitrust suit against the Bell System for the provision and administration of communications services.

Local Calling Area: Denotes a geographical area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Facilities: Any facility providing interconnection between a customer's premises and COMPANY terminal location.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

Minimum Service Period: The minimum period of time during which Customer is obligated to pay for services provided by the Company.

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SECTION 1 - DEFINITIONS (Cont'd)

Monthly Recurring Charge ("MRC"): Monthly charges to the customer for services, facilities or equipment, which continue and are billed to the customer each month for the duration of the service.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

Operator Assisted Calls: Calls requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number); or by dialing "0" or "OO", with all subsequent dialing being performed by Operator Services. The following are examples of calls normally placed in this manner:

Calling Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an automated basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this tariff.

Credit Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, Mastercard, or American Express.

Person-to-Person Calls - Calls that are placed under the stipulation that the caller will speak only to a specific called party.

Order: A single request by a customer subscribing to service or facilities, or both, to any number or circuits to any number of locations where the services or facilities, or both, are provided by the carrier

Other Carrier: A person, firm, corporation, or entity, which provides communication services or facilities, or both, including but not limited to, exchange carriers, electronic message service carriers, resellers, and interconnect companies.

Permanent Virtual Circuit (PVC): A logical connection between port connections. PVC's are defined on the basis of simplex (or asymmetrical) transmission, which allows the user to establish different data transmission rates in each direction.

Person-to-Person Call: A call whereby the caller specifies to the Company operator a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Point-of-Presence: Company's physical presence in a LATA (as defined herein). Locations where COMPANY maintains operations centers for purpose of providing long distance services.

Point of Destination: The area code and telephone number called in a location other than the point of origination.

Point of Origination: The station from which the customer initiates a call through the Carrier's switch.

Port: Connection to the Company's switching network with one or more voice grade or DS-1 level communications channels, each with a unique network address (telephone number), dedicated to the customer. Each port is equipped with a Terminal Interface.

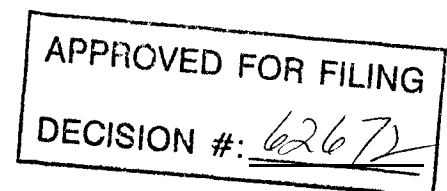
Premises: The space designated by a customer at its place or places of business for Company's service, whether for its own communications needs or for the use of its resale customers.

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SECTION 1 - DEFINITIONS (Cont'd)

Presubscription: A service arrangement whereby the Customer authorizes the local telephone company to route all InterLATA calls to the Company.

Project Codes: Customer and/or COMPANY defined, verified and/or non-verified codes that can be used to: 1 Identify specific customer authorized user(s) and/or project(s) and 2. Allocate the cost of the long distance communication to the respective customer account number for billing purposes.

Rate Periods: Unless otherwise noted, the following rate periods are applicable to all Former LCI products in this tariff:

Day:	8:00 AM-4:59 PM (Monday thru Friday).
Evening:	5:00 PM-10:59 PM (Sunday thru Friday).
Night/Weekend:	11:00 PM-7:59 AM (Sunday thru Friday, all day Saturday and Sunday from 8:00 AM -4:59 PM).

Reseller: A company that purchases a big block of long distance calling minutes for resale in smaller blocks to its customers.

Residential Customer: A Customer whose use of the Company's services is substantially of a social and domestic nature.

Responsible Organization ("Resp. Org."): Responsible Organization is the entity that maintains the routing for 800 numbers in the National database.

Service Date: The date on which Customer begins to utilize the Service or the date on which Service is made available for use by the Customer or its authorized users, whichever is sooner.

Service Location: A Service Location shall mean a single Customer premise location either owned or leased by the Customer, which location has its own, unique mailing address and which is used principally by the Customer to conduct its business. A Customer may have more than one (1) Service Location.

Special Promotional Offerings: Special discounts or modifications of its regular service offerings which COMPANY may, from time to time, offer to new customers for a particular service. Such offerings may be limited to certain dates, times and locations.

Subscription Agreement: A Standard COMPANY form that includes all pertinent LOA (Letter of Agency), billing, technical and other descriptive information that will enable COMPANY to provide the long distance service required.

Telecommunications: • The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Termination Service: During the Term, the COMPANY agrees to provide call termination services for all call placed through the Digital Switching System (excluding international calls). The COMPANY will provide Terminating Service for all calls via its Services offered in the tariff.

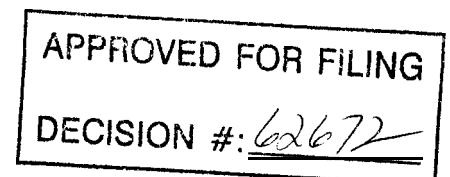
Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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SECTION 1 - DEFINITIONS (Cont'd)

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there might be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Terrestrial Digital Service (TDS): A dedicated digital private line that may be utilized to support voice frequency, data, video and facsimile applications. TDS transports full duplex digital signals over terrestrial facilities at the rate of 1.544 Mbps or the equivalency of 24 DS-0's.

Third Party Billed Call: A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

TOUCH AMERICA Services: COMPANY or Carrier, unless specifically indicated otherwise.

Transmission: The sending of electrical or optical signals over a line to a destination.

Trunk: Communications path connecting two switching systems in a network, used in the establishment of an end-to-end communication.

Two-Way Transmission: The capability of transmission in either direction or in both directions at once.

Underlying Carrier: Refers to any **InterExchange** carrier that provides long distance services resold by the Company.

Volume Discount: A pricing concept that rewards large volume users.

WATS: Wide Area Telecommunications Service.

80018881877 Number, Added, Changed, Deleted

A customer-initiated request to:

1. Replace an 800/888/877 number **with** a new 800/888/877 number.
2. Add an 800/888/877 number to an existing 800/888/877 circuit.
3. Delete an 800/888/877 number from an existing 800/888/877 circuit.

800/888/877 Subscriber: An 800/888/877 Subscriber is the person, **firm**, corporation or other entity that, in accordance with SMS/800/888/877 procedures, controls an 800/888/877 number and has the right to designate its responsible organization (Resp. Org.) for that 800/888/877 number.

ISSUED: June 30, 2000

Issued by:

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Butte, Montana 59701
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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 2 • RULES AND REGULATIONS**DESCRIPTION OF SERVICE**

A. COMPANY is a switched resale common carrier providing intrastate long distance message toll telecommunications and operator services to customers throughout the State of Arizona for their direct transmission and reception of voice, data and/or other types of communication. Long distance services are provided through Local Exchange and/or other Connecting Carriers. Operator services are provided either directly by COMPANY or under contract with a certified operator service provider.

B. Communications begin when COMPANY's switch, located in Helena, Montana, detects the Answer Event as signaled from Local Exchange Carriers and/or other Connecting Carriers. Communications cease when COMPANY's switch detects the Disconnect Event that occurs by the hanging up of either the calling or called party.

C. Intrastate telecommunications service is the furnishing of COMPANY services for the communications between specified locations under the terms contained herein. Channels will be those of COMPANY alone, or COMPANY in conjunction with those of other participating, concurring or connecting carriers.

D. COMPANY, when acting at the customer's request and as his/her authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.

E. COMPANY bills customers on a monthly basis for itemized call charges and appropriate recurring service charges as outlined in this tariff, including all applicable PICC charges, Federal, State, County, Municipal and/or Local taxes and Federal and/or State universal service charges, unless credit considerations or other circumstances require special agreements for more frequent billing.

F. Subject to availability, the customer may use Project Codes to identify the users or user groups on an account. The numerical composition of such codes shall be set by COMPANY to assure compatibility with its accounting and automation systems and to avoid duplication of codes.

2. LOCATIONS OF SERVICE

Communications may originate and terminate in any area within the State of Arizona.

3. LIMITATIONS OF SERVICE

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to provisions of this tariff **and/or price list**. COMPANY reserves the right not to provide service to or from location(s) where the necessary facilities or equipment are not available.

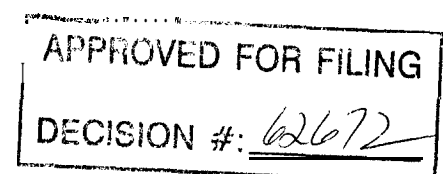
B. Service may be disconnected, upon written notice, when necessitated by conditions beyond COMPANY's control. These conditions include, but are not limited to, a customer's call volume or calling pattern that results or may result in network blockages or other service degradation which adversely affect service to the calling party, customer, or other customers of COMPANY. COMPANY also reserves the right to discontinue furnishing service, upon written notice, when the customer is using the service in violation of the provisions contained herein, or in violation of the law.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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SECTION 2 . RULES AND REGULATIONS (Cont'd)**3. LIMITATIONS OF SERVICE.** Continued

C. Service may be discontinued by COMPANY, without notice to the customer, by blocking traffic to or from certain cities. NXX exchanges. or individual telephone stations, by blocking call origination for 500, 800 or 900 service(s). or by blocking calls using certain customer authorization codes, when COMPANY deems it necessary to take such action to prevent unlawful use of. or nonpayment for its service. COMPANY will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated. In addition, COMPANY may, at the request of the customer institute blocking of telephone stations in order to prevent telephone calls made to annoy, abuse, threaten or harass any person at the called number. COMPANY will, upon written request by the customer, remove the block. COMPANY reserves the right to limit the number of requests for blocking per customer. In order to control fraud, COMPANY may refuse to accept Calling Card. Collect Calling and/or Third Number calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, including all or part of the State of Arizona.

D. COMPANY reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the law or provisions of this tariff.

E. COMPANY offers customers operator assisted calls (0+ or 0-), credit card calls, collect calls, person to person calls, and third party calls. 911 emergency calls and 976 numbers are not directed to COMPANY, but will be completed by Local Exchange and/or other Connecting Carriers.

F. COMPANY reserves the right to change the rates, terms or conditions of its services as permitted by the Arizona Corporations Commission.

G. A customer shall not use any service mark or trademark of COMPANY or refer to TOUCH AMERICA in connection with any product, equipment, promotion or publication of the customer without the approval of COMPANY.

H. Title to all facilities provided by COMPANY under these regulations remains with COMPANY.

4. TERMS AND CONDITIONS

A. Unless credit considerations or other circumstances require special agreements for more frequent billing, service is provided on a basis of a minimum period of at least one month. Individual call charges are calculated to the nearest 1/100th cent and then rounded up to the next whole cent. Billing begins on the date that service becomes effective and continues to be provided until canceled by the customer or COMPANY

B. Service is offered on a monthly basis, unless otherwise agreed upon by the customer and COMPANY, seven (7) days per week, twenty-four (24) hours per day.

C. The name(s) of the customer(s) desiring to use the service must be stipulated in the Application for Subscription or Service Agreement.

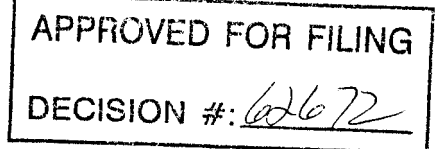
D. The customer agrees to operate Company-provided equipment in accordance with instructions of COMPANY or its agent. Failure to do so will void COMPANY's liability for interruption of service and may make the customer responsible for damage to equipment.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)**4. TERMS AND CONDITIONS** Continued

E. The customer agrees to return to COMPANY all COMPANY-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only are excepted. The customer shall reimburse COMPANY, upon demand, for any costs incurred by COMPANY due to the customer's failure to comply with this provision.

5. USE OF SERVICE

A. Service may be used for the transmission and reception of communications by the customer.

B. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service so long as the arrangement generates no profit for any participant in the arrangement.

6. INTERCONNECTION

A. Service furnished by COMPANY may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by COMPANY. Service furnished by COMPANY is not part of a joint undertaking with such carriers. Any special interface equipment of facilities necessary to achieve compatibility between the facilities of COMPANY and other participating carriers shall be provided at the customer's expense.

B. Interconnection with the facilities or services of other Connecting Carriers shall be under the applicable terms and conditions of the other Connecting Carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications system with COMPANY's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

7. LIABILITY/CREDIT ALLOWANCES

A. COMPANY shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots of wars; strikes, lockouts, work stoppages or other labor difficulties, Connecting Carrier operating problems; and any law order, regulation or other action of any governing authority or agency thereof.

B. COMPANY's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages associated with ordering (including reservations of any specific number(s) for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service and/or facilities offered under this tariff, COMPANY's liability, if any, shall be limited as follows:

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 2 • RULES AND REGULATIONS (Cont'd)**7. LIABILITY/CREDIT ALLOWANCES, Continued****B. continued**

(1). With respect to any service provided by COMPANY, which involves dedicated access, COMPANY's liability shall not exceed an amount equal to the proportionate monthly recurring charges -- including any service charges, monthly minimum charges, basic feature package charges, monthly charges for option features, charges for dedicated access facilities and any other monthly charges -- for the period during which the service was affected.

(2). With respect to any toll free Inbound Service (800, 888, 877, 866, etc.; hereafter referred to as 800 Inbound Service) provided by COMPANY which involves per minute usage charges, COMPANY's liability shall not exceed an amount equal to the proportionate monthly recurring service charges -- including any monthly fee associated with the service, charges for dedicated termination facilities, and any other monthly charges -- for the period during which the service was affected. COMPANY shall not be liable where 800 Inbound Service was affected. COMPANY shall not be liable where 800 Inbound Service is not made available on the date committed to the customer, or cannot otherwise be made available after COMPANY's acceptance of the customer's order, or where the customer is provided with a number or numbers other than the one(s) committed by COMPANY to the customer or the number or numbers- included in the 800 Inbound Service are published by the customer in an incorrect form. It is the customer's responsibility to test all 800 Inbound Service numbers prior to the preparation of advertising materials or the dissemination of the number.

(3). COMPANY shall not be liable at all for the use, misuse, or abuse of a customer's 800 Inbound Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 Inbound Service number by mistake or intentionally bother the customer with repeated calls. Compensation for any injury the customer may suffer due to the fault of others than COMPANY must be sought from such other parties.

(4). Subject to the specific limitations set forth in this paragraph, for all of COMPANY's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of any individual call caused by COMPANY which can be remedied by redialing the call.

a. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by COMPANY's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify COMPANY's Customer Service Center and furnish the number from which the call was placed, the number called, the difficulty experienced and approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to COMPANY or (2) interruptions that are due to the failure of power equipment, systems or services not provided by COMPANY. If the customer elects to use another means of communications after one of the above interruptions, or during a period when they are unable to place a call over COMPANY, the customer must pay the charges for the alternative service used.

b. Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if they report the situation promptly to a COMPANY Customer Service Representative.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING

DECISION #: 62672

SECTION 2 • RULES AND REGULATIONS (Cont'd)7. LIABILITY/CREDIT ALLOWANCES, Continued

B. continued

(5). For all of COMPANY's services which involve dedicated access for which monthly recurring charges are applied and which may be interrupted for as much as several days, the customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

a. When service is interrupted for a period of less than two (2) hours, no credit allowance will be given.-

b. When the service's dedicated access line or lines associated with the service are interrupted for a period of two (2) to twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30th) of the monthly recurring charge or charges will be given.

c. When the service's dedicated access line or lines associated with the service are interrupted for a period of more than twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30th) of the monthly recurring charge or charges will be given for each twenty-four (24) hour period or fraction thereof.

(6). No credit allowances will be made for:

a. Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's service.

b. Interruptions due to the failure of power equipment, systems, or services not provided by COMPANY

c. Interruptions during any period during which COMPANY or its agents are not afforded access to the premises where lines associated with the customer's services are located.

d. Interruptions during any period when the customer or user has released the service to COMPANY for maintenance or rearrangement purposes, or for the implementation of a customer order.

e. Interruptions during periods when the customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

f. Interruptions not reported to Carrier.

(7). An interruption period begins when the customer reports to COMPANY that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired but not interrupted.

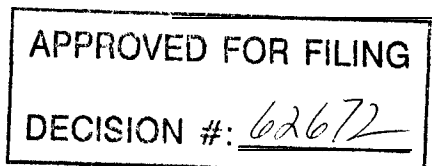
(8). If the customer elects to use another means of communicating during the period of interruption, the customer must pay the charges for the alternative service used.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)7. **LIABILITY CREDIT ALLOWANCES.** Continued

B. continued

(9). If a facsimile transmission is interrupted due to deficiencies in COMPANY's service, a credit allowance will be given in an amount equal to the charge applicable to the transmission of one (1) page of material at the time the transmission was affected, using the class of service chosen by the customer and the terminal types involved in the transmission.

(10). Notwithstanding the foregoing provisions of this paragraph, COMPANY shall not be liable for any consequential, special, indirect or incidental damages.

C. COMPANY shall be indemnified, defended and held harmless by the customer or by others authorized to use a COMPANY service against all claims of loss or damage arising from the use of furnished service(s) provided herein, including:

(1). claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via a COMPANY service;

(2). patent infringement claims arising from combining or connecting a COMPANY service with apparatus and systems furnished by the customer or other; and

(3). all other claims arising out of any act or omission of the customer or other, in connection with any service provided by COMPANY

D. COMPANY shall not be liable for any act or omission of any Connecting Carrier or any other company or companies furnishing a portion of the service, or for the damages associated with service, channels, circuits or equipment which COMPANY does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with COMPANY's service.

E. COMPANY does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and authorized user shall indemnify and hold COMPANY harmless from any and all loss, claims, demands suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly by the installation, operation, location or use of service furnished by COMPANY at such locations.

F. COMPANY is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing for service, or the attachment of instruments, apparatus and associated wiring by COMPANY on such customer's premises or **from** the installation or removal thereof, when such defacement or damage is not the result of COMPANY's negligence. No agents, or employees of other participating carriers or Connecting Carriers shall be deemed to be agents or employees of COMPANY

ISSUED: June 30, 2000
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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)**7. LIABILITY/CREDIT ALLOWANCES.** Continued

G. COMPANY shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing, and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the COMPANY network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with COMPANY's service, that the signals emitted into the COMPANY's network are of the proper mode, band width, power, data speed and signal level for the intended use of the customer and in compliance with the criteria established by COMPANY and that the signals do not damage COMPANY's equipment, injure its personnel, or degrade service to other customers. If the customer or its agents fail to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to COMPANY's equipment, personnel, or the quality of service to other customers, COMPANY may, upon notice to the customer, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, COMPANY may, upon notice to the customer, terminate the customer's service without liability.

8. MINIMUM SERVICE PERIOD

The minimum period for service, unless otherwise stipulated in applicable long-term service agreement(s) or contract(s) or as outlined in paragraph 4. of this Section for more frequent billing, is thirty (30) days.

9. CANCELLATION BY CUSTOMER

A. Service may be canceled by a customer by providing thirty (30) days written notice to COMPANY, or upon expiration date of any applicable long-term service agreement or contract.

B. If a customer orders service requiring special facilities dedicated to the customer's use and then cancels the order prior to the start of any design work or installation of facilities, the customer receives no charges.

C. Where installation of special facilities has been started prior to the cancellation, all non-recoverable charges incurred by COMPANY, expressly on behalf of the customer, shall be borne by the customer.

D. If cancellation is requested after completion of an installation, but before service begins or before completion of the minimum period, or before completion of some other time period mutually agreed upon, the customer shall be liable for all non-recoverable expenditures or liabilities incurred by COMPANY on behalf of the customer and not fully reimbursed by installation and/or monthly service charges.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)**10. CANCELLATION BY COMPANY**

A. Cancellation Without Prior Notice. COMPANY may, immediately and without notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:

- (1). If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;
- (2). If COMPANY is ordered to terminate service by any court, the Commission, or any other duly authorized public authority;
- (3). COMPANY's service(s) was (were) obtained, diverted or used without the authorization or knowledge of the telephone company;
- (4). The customer provides false information to COMPANY regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services or its planned use of service(s);

B. Cancellation Upon Written Notice. COMPANY may, upon reasonable notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:

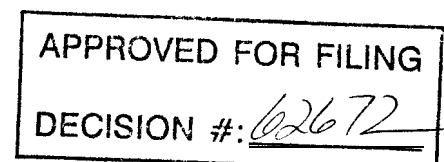
- (1). If COMPANY deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, COMPANY may discontinue service pursuant to this sub-section if:
- (2). The customer refuses to furnish information to COMPANY regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);
- (3). The customer has been given written notice by COMPANY of any past due amount, which remains unpaid in whole or in part, for any of COMPANY's other common carrier communications services to which the customer either subscribes or had subscribed or used;
- (4). The customer uses, or attempts to use, service with the intent to avoid payment, either whole or in part, of other charges for the service stated in this tariff:
 - (a). Using or attempting to use the service by rearranging, tampering with, or making connections to COMPANY's service not authorized by this tariff; or
 - (b). Using tricks, schemes, false or invalid number, false credit devices, electronic devices; or
 - (c). Any other fraudulent means or devices;
- (5). Upon written notice to the customer of any sum thirty (30) days past due; or
- (6). After failure of the customer to comply with a request by COMPANY to comply with a request by COMPANY for security or the payment of service pursuant to Section 20.A.;

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)10. **CANCELLATION BY COMPANY**B. **Cancellation Upon Written Notice**, continued

(7) Thirty (30) days after sending the customer written notice of noncompliance with any other provision of this tariff if the noncompliance is not corrected within thirty (30) day period.

(C) The discontinuance of service(s) by COMPANY pursuant to this Section does not relieve the customer of any obligation to pay COMPANY for charges due and owing for service(s) furnished up to the time of discontinuance.

11. **INTERRUPTION OF SERVICE**

A. COMPANY will avoid and restore interruptions of service in compliance with Arizona Corporations Commission rules and regulations.

B. Credit allowance for interruptions of service which are not due to COMPANY'S testing or adjusting, the negligence of the customer, or the failure of channels, equipment, and/or the communications system provided by the customer, are subject to the general "Liability" provisions set forth in paragraph 7 herein. It shall be the obligation of the customer to notify COMPANY of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by an action or omission of the customer, is not within the customer's control, or is not in the wiring or equipment connected to the terminal of COMPANY

12. **RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, subpart D, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

13. **INSPECTIONS**

COMPANY may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements contained herein are observed.

14. **TESTING AND ADJUSTING**

Upon reasonable notice, the circuits provided by COMPANY and/or its Connecting Carriers shall be made available to COMPANY and/or its Connecting Carriers for such tests and adjustments as may be necessary to maintain them in satisfactory condition. COMPANY shall have no liability to customers for time during which such tests and adjustments are/were made.

15. **SPECIAL CUSTOMER ARRANGEMENTS**

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, COMPANY, at its option, may provide the requested services. Appropriate recurring **and/or** non-recurring charges will be developed accordingly.

16. **RESERVED**

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)**17. CUSTOMER INQUIRIES AND COMPLAINTS**

A. Customer inquiries regarding service or billing may be made in writing or by telephone to COMPANY's Customer Service Center at the following address and toll-free telephone number: TOUCH AMERICA Services, Inc., P.O. Box 5207, Missoula, Montana 59806, Toll-Free Customer Service Telephone • (800) 823-4664

B. COMPANY Customer Service Personnel will respond either in person or via telephone as soon as possible but no later than 24 hours from receipt of inquiry.

C. Any unresolved disputes may be directed to the attention of: Consumer Services, Arizona Corporation Commission, 1200 West Washington, Phoenix, AZ 85007-2996 or call toll-free: 1-800-222-7000.

D. In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

18. NOTICES

A. Consistent with the notice requirements in Paragraph 10.B of this Section, any notice COMPANY may give to a customer may be given orally either to the customer or his/her authorized representative, or by written notice mailed to the customer's billing address or to any such address as may be subsequently given by the customer to COMPANY.

B. Unless otherwise provided by these rules, any notice from any customer may be given to COMPANY orally by the customer, or any authorized representative, at COMPANY's business offices, or by written notice mailed to the address given in paragraph 17.A. of this Section.

19. PAYMENT AND BILLING

A. Service is provided and billed on a Monthly (30-day) basis unless certain conditions apply as cited in paragraphs 1.E. and 4.A. of this Section. Service continues to be provided until canceled by the customer or COMPANY pursuant to paragraphs 9. and 10. of this Section.

B. The customer is responsible for payment of all charges for services furnished to the customer or its authorized users. Non-recurring charges are payable when the service(s) for which they are specified have been performed. If an entity other than COMPANY, e.g., another carrier or supplier, imposes charges on COMPANY in addition to its own internal costs, in connection with a service for which a COMPANY non-recurring charge is specified, those charges will be passed on to the customer. Usage charges are billed after each usage cycle, on not less than a monthly basis based on billing cycles designated by COMPANY, unless certain conditions apply as cited in paragraphs 1 .E. and 4.A. of this Section.

C. A customer of COMPANY 800 Inbound Service is responsible for payment for all calls placed on or via the customer's 800 Inbound Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities or services interconnected to the customer's 800 Inbound Service, which use, misuse or abuse may be occasional by third parties, including, without limitation, the customer's employees and members of the public who dial the customer's 800 Inbound Service by mistake or in an effort to illegally use the service.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)19. **PAYMENT AND BILLING.** Continued

D. The customer will be billed for and is liable for payment of all applicable Federal, State, County, Municipal and/or Local taxes which will be listed as separate line items and which are not included in the quoted rates.

E. ALL COMPANY bills are due and payable upon receipt and are considered past due thirty (30) days after issuance.

F. No deposits are required for services provided under this tariff unless COMPANY determines that a security deposit or advance payment is necessary pursuant to paragraph 20 of this Section.

G. The customer is responsible for any and all charges for services not provided by COMPANY

H. Calls that begin in one rate period and end in another will be billed in each rate period respectively, except for international calls, which calls are billed at the rate applicable to the originating time period.

I. A late payment finance charge of 1.5% will be assessed on all bills not paid within thirty (30) days of the date on the billing statement. This finance charge shall appear on all subsequent statements and accrue accordingly until paid in full.

J. While charges set forth herein for installation work contemplate installations in normal locations under normal conditions, installations to be made under other circumstances may be subject to additional charges. For dedicated facilities, installation charges may vary depending upon the Local Exchange Company and the location of the customer. In any event, all installation charges, including Local Exchange Company charges to be passed through to the customer, will be established and itemized in writing, acknowledge and authorized by customer signature prior to installation. The customer may verify and all pass through LEC facility charges by contracting respective Local Exchange Company. As outlined in paragraph twenty-one (21) of this Section, COMPANY will pass actual LEC facility charges through to the customer.

K. One (1) copy of each monthly billing will be supplied to each customer without charge. An additional copy will also be supplied upon the customer's request without charge if the additional copy is mailed by COMPANY in the same envelope with the original bill. Upon customer's request, COMPANY will also mail copies of its bill to one or more additional addresses at a charge of \$5.00 per bill per month.

L. If a customer whose account has been closed has a credit balance showing due to overpayment, COMPANY will transfer the credit to another account of the customer, if there is one. If not, COMPANY will mail a check for the balance to the customer if it believes it has a valid address. If COMPANY is not certain it has a valid address, it will either include a notice with the **final** invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that a refund can be processed; or, it will contact the customer at the address and request verification. Such verifications can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the **final** invoice or notification letter is returned by the post office as undeliverable, or if no response is received within thirty (30) days of mailing, COMPANY will begin a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed. COMPANY will continue to apply that charge until the customer requests a refund or the balance is exhausted.

M. A charge of \$15.00 per item will be applied to any check returned for insufficient funds, no signature, account closed or if payment is stopped.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)19. **PAYMENT AND BILLING**, Continued

N. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service or the Service Agreement.

20. **SECURITY DEPOSIT/ADVANCE PAYMENT**

A. Security Deposit. Applicants for service or existing customers whose financial condition is not acceptable to COMPANY, or is not a matter of general knowledge, may be required at any time to provide COMPANY a security deposit, in cash or equivalent of cash, up to any amount equal to the applicable installation charges, if any, and/or up to two (2) months' actual or estimated usage charges for the service to be provided. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. In no event, however, will a deposit exceed two (2) month's actual or estimated usage as calculated above. In all cases, applicants and existing customers shall be treated uniformly for the determination and application of deposits. If a customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance.

B. Advance Payment. Applicants or customers required to provide a security deposit pursuant to paragraph 20.A. may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of COMPANY's charges for its services as COMPANY may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by COMPANY as seems appropriate in the light of changing conditions. In addition, COMPANY shall be entitled to require such payments in cash or the equivalent of cash.

C. Interest. In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by COMPANY, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the COMPANY service is provided. At COMPANY's option, such deposit may be refunded to the customer's account at any time. In any event, deposits or remaining balance thereof will be returned upon termination of service.

21. **TOLL FREE SERVICE**

A. A call begins when call termination is received by or passes through customer premises equipment. It is the customer's responsibility to pass appropriate answer supervision back to the COMPANY point of connection.

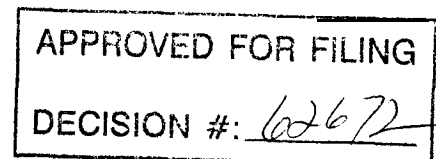
B. If a customer of COMPANY's Toll Free service is found to be non-compliant in passing back appropriate answer supervision, COMPANY reserves the right to suspend and/or deny service. COMPANY shall give the customer 3 days notice of intent to suspend or deny service due to such non-compliance.

C. The customer shall be liable for all costs and toll charges associated with their 800 service, including unauthorized calls associated with the use of 800 service obtained from COMPANY including, but not limited to, calls made using COMPANY's Toll Free service when such calls are in any way routed through the customer's location. Customers shall maintain sole responsibility for the security of 800 number(s) issued to them.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 2 • RULES AND REGULATIONS (Cont'd)**21. TOLL FREE SERVICE. Continued**

D. Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the company, shall give any customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use COMPANY Toll Free services, or their transferees or assignees, any ownership interest or proprietary right in any particular 800 service telephone number.

E. Customers (including carrier customers) are prohibited from using any telephone numbers beginning with an 800 service code, or any other number advertised or widely understood to be toll free, in a manner that would result in; (a) the calling party or the subscriber originating line being assessed by any fee or charge virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party being charged for conveyed during the call unless the calling party has a pre-subscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversation services, or products. The customer shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a violation may be brought into compliance. 800 service not in compliance with the above regulations at the expiration of such period may be terminated immediately.

F. The customer must obtain an adequate number of access lines associated with COMPANY's Toll Free services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by COMPANY taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The company, without incurring any liability, may disconnect or refuse to furnish COMPANY's Toll Free services to any customer that fails to comply with these conditions. In case of disconnection, the customer will be notified at least **five** (5) days in advance of the disconnect. The customer will be responsible for all charges incurred as well as any access charges COMPANY may incur as a result of the customer's failure to comply within the above conditions.

G. A customer is responsible for all *charges* for use of the COMPANY network arising from calls placed to the Customer's COMPANY Toll Free service. An applicant for COMPANY 800 service may be required to supply the following when requesting service: an initial traffic forecast, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new tariff forecast shall be submitted quarterly after service is initiated. Customers of COMPANY Toll Free service may not use Automatic Number Identification (**ANI**), provided by COMPANY incidental to the furnishing of COMPANY Toll Free service, to invoice, either directly or indirectly, their customer in connection with their furnishing of other than common carrier services.

H. The new **prefixes** "888" and "877" for the purpose of this tariff, apply to all COMPANY's existing 800 services, rates, and rules and regulations that governs all COMPANY's 800 service.

22. ADMINISTRATION OF TOLL FREE NUMBERS

A. COMPANY will accept a prospective customer's request for a particular COMPANY 800 service telephone number. Up to a total of ten (10) such numbers may be requested. COMPANY will accommodate each request to the extent possible. If a requested number(s) can be assigned to a prospective customer, COMPANY will so notify the customer and will reserve it for the customer's use for a **59-day** period. If, at the end of the **59-day** period, the prospective customer has not subscribed to COMPANY's 800 service using a reserved number(s), COMPANY in accordance with its procedures, may make the reserved number available for use by another customer.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 2 - RULES AND REGULATIONS (Cont'd)**22. ADMINISTRATION OF TOLL FREE NUMBERS.** Continued

B. In its capacity as Resp. Org., COMPANY will reserve, assign, activate or change, upon receipt of a verified request, 800 numbers for a customer or prospective and will administrator 800 numbers, in accordance with customary industry standards and practices, the terms of this tariff, and the effective procedures of the 800 Service Management System (SMS) database administration. Customers may request, reserve, or assign or activate 800 numbers on their own behalf, or a customer which resells COMPANY inbound transmission services may request, reserve, assign, or activate 800 numbers on behalf of a customer or prospective customer of such reseller. A customer who resells COMPANY inbound transmission services must provide to any customer or potential customer, upon reasonable request therefore, concerning the status of a particular 800 number or numbers in which the customer or potential customer has interest and, if applicable and available the identity of the Resp. Org.(s) for the 800 numbers. If an existing or prospective COMPANY customer decides not to utilize the reserved, assigned, or activated 800 number(s), the customer must notify COMPANY within 48 hours so that COMPANY may release the 800 number to the pool of numbers available for assignment in accordance with industry practice and standards.

C. 800 numbers are incidental to the inbound calling service with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission service. The assignment of an 800 telephone number(s) for use with company-provided inbound transmission service confers on the customer no proprietary interest what so ever in the number(s) assigned. It shall be a violation of this tariff if the customer seeks to acquire, or does acquire, any 800 numbers associated with inbound service provided by the company for the primary purpose of selling, brokering, bartering, or releasing for a fee (or other consideration) to another party that 800 number, independent of the COMPANY service with which it is associated. In any instance in which the company learns that a customer or prospective customer is attempting to sell or otherwise transfer or assign an 800 number to another person, in violation of this tariff, COMPANY may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the customer discontinue the furnishing of service via the 800 number. The COMPANY telephone number forfeited as a result of the impermissible or reassigned to the undertaking will not be reserved for the prospective customer or reassigned to the customer under any condition or circumstance by COMPANY.

D. Each 800 service telephone number must be placed in actual and substantial use by the customer.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)**23. OPERATOR SERVICES - COMPANY OBLIGATIONS**

A. When providing Operator Services to Aggregators, COMPANY will:

(1). Identify itself with a live or automated message at the outpulse of the terminating number which informs the end-user that COMPANY has been reached and that COMPANY's rates, operator service charges, and surcharges apply to the call. This message will be provided before the end-user incurs any charge for the call, including a usage rate, operator service charge, and surcharge.

(2). Immediately disclose to the customer, upon request and at no charge to the customer, any of the following information:

- (a). A quotation of tariffed rates, operator service charges, and location-specific surcharges;
- (b). The methods by which such rates, operator service charges, and surcharges will be collected;
- (c). The methods by which complaints concerning such rates, operator service charges, and surcharges or collection practices will be resolved; and
- (d). That the end-user's preferred carrier can be reached by an access code or toll-free customer service number.

(3). All 0- or 911 emergency calls will be immediately defaulted to the originating LEC for proper handling.

24. OPERATOR SERVICES - AGGREGATOR OBLIGATIONS

A. An operator service subscriber is required to post information (tent cards or stickers) on or near the telephone instrument, in plain view, notifying the End User of the following:

- (1). The COMPANY's name, address, and toll-free number;
- (2). A written disclosure **that** the rates, operator service charges, and location-specific surcharges of the COMPANY apply for all operator-assisted calls;
- (3). A statement that **interLATA** calls made with calling cards, including IXC cards, may be carried by the COMPANY;
- (4). Dialing instructions;
- (5). A toll-free number for billing inquiries;
- (6). A description of complaint procedures; and
- (7). That end-users have a right to obtain access to the interexchange carrier of their choice.

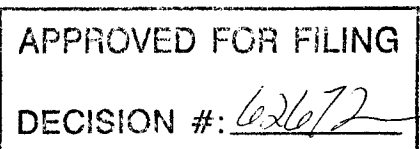
B. Aggregators are prohibited from blocking 800, 950 and **10XXX** access calls on presubscribed telephones. An aggregator shall not charge higher rates for calls accessing the operator service provider via 800, 950 and **10XXX** numbers than those rates charged for calls using the presubscribed operator service provider.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**24. OPERATOR SERVICES - AGGREGATOR OBLIGATIONS.** Continued

- C. The operator service subscriber must provide COMPANY with current local emergency numbers for police, fire and ambulance for each location.

25. OPERATOR SERVICES - BILLING ARRANGEMENTS

A. Collect, Calling Card, and Charge Third Party Calls

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by COMPANY or its intermediary with the applicable telephone company.

B. Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

C. Room Charge Calls

When requested by the user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, COMPANY will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

D. Validation of Credit

COMPANY reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or COMPANY may refuse to place the call.

E. Contested Charges

For consideration of any disputed charge, a user must submit in writing to COMPANY, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. COMPANY will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

F. Billing Entity Condition

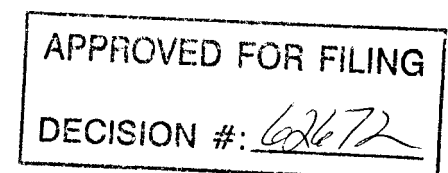
When billing functions on, behalf of COMPANY are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)**26. DIRECTORY ASSISTANCE**

A. Domestic directory assistance is available for all services. The directory assistance charge will be applied to each call for as to any telephone number in the United States, Puerto Rico, and the U.S. Virgin Islands. The Directory Assistance charge applies to each call regardless of whether the requested Directory Assistance telephone number is furnished. In addition, Directory Assistance calls will not count toward, nor be calculated as part of, the customer's service volume discounts unless otherwise indicated. Directory Assistance customers calls may be placed with the assistance of an operator, and they may be billed to commercial credit cards.

B. A **credit allowance** will be given or the charge that would otherwise apply will be waived when:

- (1). The customer experiences poor transmission or is cut-off during the call to Directory Assistance.
- (2). The customer is given an incorrect telephone number by the Directory Assistance operator.
- (3). The customer has inadvertently miss-dialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must notify an COMPANY customer service representative within twenty-four (24) hours.

C. Customers who are pre-subscribed to COMPANY service and have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per-call charge and any applicable operator-assistance surcharges specified in this tariff for domestic Directory Assistance calls made by dialing Area Code + 555-1212. This certification must be made by a licensed physician, optometrist, appropriate federal or state agency, or appropriate approved private agency.

The written certification of visual or other physical impairment must be provided to an COMPANY Customer Service Center, or, at COMPANY's election, proof of certification, as defined above, may be provided to, and maintained on file with, the Customer's Local Exchange Carrier.

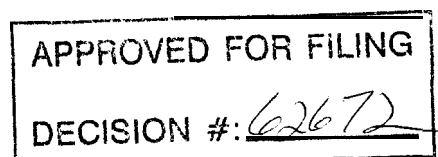
Credits may be used by: (i) the visually or otherwise physically impaired customer; (ii) an organization established specifically for the purpose of assisting the visually or otherwise physically impaired; or, (iii) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Credits will apply only to Directory Assistance calls made by dialing Area Code + 555-1212, that originate from and are billed to the telephone number of the certified visually or otherwise physically impaired person or organization. Only one telephone number per location is entitled to this credit. A maximum of fifty Directory Assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 2 • RULES AND REGULATIONS (Cont'd)**27. ROUNDING METHODS****A. Term Definitions:**

(1). Charge Element Rounding: The rounding of seconds for the initial and incremental periods of one call.

(2). Call Rounding: The rounding of cents for the initial and incremental periods of one call.

B. Rounding methods for computing charges:

(1). Bulk Rounding: Bulk rounding method rounds to the nearest fraction of a number, and retains those fractions from call to call until a whole number is accumulated, then that number is added to whatever call is hit when the (call) fractions total one (whole) number.

(2). Rounding Up: Rounding up method rounds the second digit to the right of the decimal point up one value if the value of the third digit to the right of the decimal point is greater than zero.

(3). Standard Rounding: Standard rounding determines if the third digit to the right of the decimal point is greater than 5, **then** the number will be rounded up; if the number is less than 5, no rounding will occur.

C. Rounding Applications:

(1). All charge elements for new products will be rounded up; all initial seconds and increments will be rounded using **the** Rounding Up method.

(2). All call rounding will be as follows:

Intrastate Usage	Bulk Rounding
Directory Assistance	Standard Rounding

28. THIRD PARTY MARKETING PROMOTION

A The Company may from time to time enter into agreements with third parties to market COMPANY services. Subsequent to entering into such agreements, COMPANY may pay commissions to the third party marketing entity for qualifying monthly usage revenues generated by COMPANY customers to whom the third party has marketed COMPANY service(s). **The** actual level of commissions to be paid will be dependent on the nature and extent of activities engaged in by the third party on COMPANY's behalf including, without limitation, initial sales efforts, order coordination and processing, customer service, service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to COMPANY customers enrolled by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to customers to whom it has marketed COMPANY service(s).

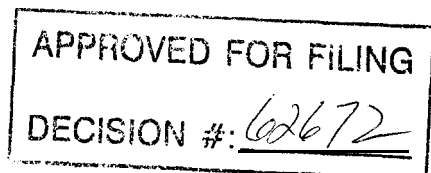
B. Within a Third Party Marketing Promotion, COMPANY may waive its portion of installation charges on voice and data basic digital service and switched long distance services for all customers enrolled by a third party.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)**29. DEDICATED SERVICE**

A. Upon request and signing up for one of COMPANY's dedicated access line services (DAL), the DAL customer will have the option of utilizing one of COMPANY's switched services until such time as the Customer's DAL service is installed and made available.

B. COMPANY will then credit the customer the difference between the switched product rates and the applicable DAL rates after the DAL service is installed and billing. The credit would only be for the period beginning with the first date the customer is willing to accept installation of the DAL and the actual date the DAL is installed. The credit will be given on the customer's second month's DAL bill received from COMPANY.

30. INFORMATION PROVIDER DATA

A Service Bureau shall promptly furnish to COMPANY, and keep current on a continuing basis, the name, address and customer service telephone number(s) of the Providers to whom it provides service. Where an Provider directly subscribes to COMPANY's service, it shall promptly furnish to COMPANY, and keep current on a continuing basis, its name, address and customer service telephone number(s).

31. LINE SEIZURE

No provider of pay-per-call services subscribing to COMPANY's service under this tariff shall use automatic dialing devices which deliver a recorded message to the called party unless the device releases that called party's telephone line promptly but in no event longer than current industry standards.

32. ANSWER SUPERVISION

Answer supervision must be provided when an COMPANY service offering is connected to switching equipment or a customer-provided communications system. The equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the customer COMPANY call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a customer's communications system fails to promptly return to COMPANY an idle (on-hook) state upon completion of the call, the customer will be held responsible for all charges that result up until the time the customer's communication system signals COMPANY's network that the call has been terminated or until such a time that COMPANY's own system terminates the call.

33. RESTRICTIONS

Providers of pay-per-call services subscribing to COMPANY transmission services, including 900 service, must comply with all requirements of: (a) Titles II and III of the Telephone Disclosure and Dispute Resolution Act (Pub. L. No. 102-556) (TDDRA); and all requirements of: (b) the regulations prescribed by the Federal Communication Commission and the Federal Trade Commission pursuant to those Titles. The company shall terminate programs, which utilize 900 service if the programs are not in compliance, following written notice to the provider. The provider shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a program may be brought into compliance. Programs not in compliance at the expiration of such period shall be terminated immediately.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING

DECISION #: 60672

SECTION 2 • RULES AND REGULATIONS (Cont'd)**34. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM**

Qualifying schools, libraries, and consortia are entitled to receive percentage discount rates equivalent to those adopted for interstate services pursuant to 47 Code of Federal Regulations part 54, subpart F (relating to Universal Service Support for schools and libraries) on intrastate telecommunications services purchased from this tariff.

35. SPECIAL ACCESS SURCHARGE

A. A monthly special access surcharge, required by the Local Exchange Carrier (LEC), applies to each local channel termination associated with Channel Service and Foreign Exchange Service Capability. This monthly surcharge is applicable when the local channel is connected to a PBX or equivalent device, which is capable of interconnecting the Channel Service or Foreign Exchange Service Capability with local exchange service. When analog or digital high capacity facilities interconnect with the local exchange network, the special access surcharge is applied on a per voice grade equivalent circuit basis as shown in the following example:

Basic digital Facility	Voice Grade Equivalent				Monthly Surcharge
Circuits	X	\$25			Per Circuit
Group	12	x	\$25	=	\$300.00
DSI	24	X	\$25	=	\$600.00

B. The special access surcharge applies on each local channel termination installed whether the interconnection capability exists in the customer's premise equipment or in a Centrex CO type switch.

C. The customer may be exempt from the monthly special access surcharge if:

- (1). **The** customer certifies in writing that the local channel terminates in a device not capable of interconnecting the service with the local exchange network; or
- (2). **The** customer certifies that the local channel termination, by nature of its operating characteristics, could not make use of LEC common lines; or
- (3). **The** customer certifies that the local channel is connected to a LEC's switched access service that is subject to carrier common line charges.

D. The certification will be in the form of a written notification to the Company. The notification may be provided:

- (1). At the time the service is ordered; or
- (2). At such time as the service is re-terminated to a device not capable of interconnecting to the local exchange network; or
- (3). At such time as the local channel becomes associated with a switched access service that is subject to carrier common line charges.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 2 • RULES AND REGULATIONS (Cont'd)35. SPECIAL ACCESS SURCHARGE, Continued

E. If a written certification is not received at the time an order for new service is placed, the special access surcharge will be applied. COMPANY will cease billing the special access surcharge and the exempt status will become effective on the date certification is received by COMPANY on services in place. If the status of the basic digital facility was charged prior to the receipt of the exemption certification, COMPANY will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the customer in the letter of certification.

36. GROSS RECEIPTS TAX

A surcharge will be imposed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on COMPANY's operations in any such state, or a tax on interstate access charges incurred by COMPANY for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other states receipts taxes imposed directly or indirectly upon COMPANY by virtue of and measured by the gross receipts or revenues in that state and /or payment of interstate access charges in that state. The surcharges will be shown as a separate line item on the customer's invoice.

37. TELECOMMUNICATIONS SERVICE PRIORITY PROVISIONING AND RESTORATION OF SERVICE

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the prioritization for such activities.

38. RESERVED39. RESERVED

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)**40. TOLL-FREE SERVICE ASSURANCE GUARANTEE**

A. If a Toll-Free line provided by COMPANY to the Customer is subject to a Service Disruption. COMPANY will, within 15 minutes of the exact time of completion of the Confirmation Process, reroute traffic from the Affected Toll-Free Line to any working number: (i) terminating in forty-eight (48) contiguous United States Domestic U.S.); and, (ii) which is provided by COMPANY to the Customer. If COMPANY fails to reroute such traffic within fifteen (15) minutes after completion of the Confirmation Process (A Toll-Free Line Outage), COMPANY will credit to the Customer's account an amount equivalent to the lesser of (i) one hundred percent (100%) of the usage for the Affected Toll-Free Line for the entire month in which the Toll-Free Line Outage occurred; or, (ii) one hundred ten percent (110%) of the usage for the Affected Toll-Free Line in the month prior to the month in which the Toll-Free Line Outage occurs.

(1). Service Disruption is defined as a degradation in the performance of a toll-free line provided by COMPANY to the Customer (Affected Toll-Free Line) which completely disallows COMPANY from terminating calls to such Affected Toll-Free Line.

(2). The Confirmation Process is defined as (i) the Customer's telephonic notification to an COMPANY Customer Service Representative of a Service Disruption and the furnishing by the Customer of certain information (including the Customer's name and address, the Customer's COMPANY account number and the Affected Toll-Free Line, the service subscribed to by the Customer and the approximate time the Service Disruption began; and, (iii) acknowledgment from such COMPANY Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this Guarantee, be rerouted within 15 minutes of the conclusion of the Customer's telephone call to COMPANY.

(3). The credit will be applied within sixty (60) days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to the Customer's interstate usage.

(4). COMPANY is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to **the** main location in that timeframe. COMPANY' only obligation under this Guarantee is to issue the appropriate credit as described above.

(5). A maximum of five (5) affected toll free numbers per Customer, per occurrence will be covered under this Guarantee.

(6). The customer is required to designate and provide to COMPANY a working telephone number with enough capacity to handle the rerouted traffic. COMPANY will not be responsible or liable for uncompleted calls due to problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the Customer.

(7). The Toll-Free Service Assurance Guarantee shall not apply for the following:

(a). a Service Disruption is caused by the negligence, errors, or omission of the affected Customer or others authorized by the Customer to use the Customer's service;

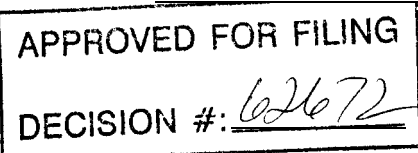
(b). a Service Disruption is caused due to the failure or malfunction of any power, equipment, service, or systems not provided directly by COMPANY;

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)40. **TOLL-FREE SERVICE ASSURANCE GUARANTEE, Continued**

(7). Continued

(c). a Service Disruption occurs during any period in which COMPANY or its agents are not afforded access to the premises where access lines associated with the Affected Toll-Free Line is terminated; provided, however, that such access is needed to prevent Service Disruption;

(d). a Service Disruption occurs during any period when the Customer has released the service to COMPANY for maintenance or rearrangement purposes, or for the installation or de-installation of a Customer order;

(e). a Service Disruption occurs during a period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;

(f). a Service Disruption occurs due to network busy conditions;

(g). a Service Disruption non immediately/promptly reported to COMPANY;

(h). a Service Disruption is caused by the failure of an underling local exchange carrier or third party carrier of local, switched and/or dedicated service that COMPANY relies on to provide service to the Customer;

(i). a Service Disruption is caused by the failure of the National SMS 800 database and/or system;

(j). COMPANY is not the Responsible Organization (Resp Org) for the Affected Toll-Free Line;

(k). The on-line portion in a Multi-carrier situation;

(l). The Customer is utilizing COMPANY's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;

(m). a Service Disruption caused by the Customer's use of COMPANY services in any unauthorized or unlawful manner; and/or,

(n). a Service Disruption is caused by or resulting from a *force majeure* event beyond the reasonable control of COMPANY including, but not limited to, an act of God, government regulations, or national emergency.

41. **CUSTOMER SATISFACTION GUARANTEE**

Except as set forth below, customers who sign a term agreement with COMPANY and terminate service prior to the expiration of their term agreement will be held responsible for all early termination charges as set forth in the agreement.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 2 - RULES AND REGULATIONS (Cont'd)**42. NEW CUSTOMER INITIAL NINETY (90) DAY GUARANTEE**

For the purpose of this Section. New Customer is defined as any person or entity, which has not utilized any COMPANY service in the prior twelve (12) month period. After the date of first usage of a New Customer's COMPANY service, and before the ninety-first (91st) day following such date of first usage, if the New Customer notifies COMPANY that it is dissatisfied with COMPANY's service for any reason and wishes to cancel its COMPANY service, COMPANY will:

A. Release the New Customer from liability for early termination charges as set forth in the agreement. New Customers will still be responsible for all charges for services utilized up to the termination date; and

B. Provide reimbursement for actual and applicable installation costs associated with switching it back to its previous long distance carrier. COMPANY will credit New Customers utilizing switched access services an amount equal to the applicable Primary InterExchange Carrier (PIC) change charge actually incurred and paid by the New Customer up to a maximum of \$10.00 per line. COMPANY will credit New Customers utilizing dedicated access services an amount equal to the applicable installation charges actually incurred and paid by the New Customer up to a maximum of \$200.00 per DS-0 line and a limit of 100 DS-0 lines. In order to qualify for this offering, the New Customer must, within sixty (60) days of sending written notice of termination to COMPANY, submit invoices documenting the actual installation charges for which it seeks a credit.

Notice of termination can be made by telephone to COMPANY's customer service number (1-8XX-XXX-XXXX) if the New Customer has two (2) or fewer switched access lines. Otherwise notification must be in writing and must be sent to:

Touch America Services, Inc.
Attention: Cancellation Notification
N. Main St.
Missoula, Montana

Note: This guarantee excludes international frame relay and international private line services.

43. CUSTOMER SATISFACTION GUARANTEE

Customers who have entered into a term agreement for COMPANY service may terminate their agreement with COMPANY prior to the expiration of the term without liability for early termination charges (except as set forth herein) if COMPANY fails to provide billing and/or transmission services in accordance with industry standards within thirty (30) days after receipt of written notification from the customer specifying that an COMPANY billing and/or transmission service deficiency exists and issuance of an COMPANY trouble ticket. If the Customer terminates a term agreement because COMPANY is unable to cure an COMPANY billing and/or transmission service deficiency within thirty (30) days of receipt of the Customer's written notice and issuance of a trouble ticket, the customer will be entitled to receive:

A. A prorated portion of any tariffed discounts and/or credits that the customer would have been entitled to receive based on the portion of the term that has expired; and

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 2 • RULES AND REGULATIONS (Cont'd)43. CUSTOMER SATISFACTION GUARANTEE. Continued

B. Reimbursement for actual and applicable installation costs associated with switching it back to its previous long distance carrier. COMPANY will credit Customers utilizing switched access services an amount equal to the applicable Primary InterExchange Carrier (PIC) change charge actually incurred and paid by the Customer up to a maximum of \$10.00 per line. COMPANY will credit Customers utilizing dedicated access services an amount equal to the applicable installation charges actually incurred and paid by the Customer up to a maximum of \$200.00 per DS-0 line and a limit of 100 DS-0 lines. In order to qualify for this offering, the Customer must, within sixty (60) days of sending written notice of termination to COMPANY, submit invoices documenting the actual installation charges for which it seeks a credit.

In order to qualify for this guarantee, the Customer must notify COMPANY in writing of its intent to cancel its COMPANY service thirty (30) days prior to the requested termination date. Written notification must be sent to:

Touch America Services, Inc.
Attention: Cancellation Notification
N. Main St.
Missoula, Montana

Note: This guarantee excludes international frame relay and international private line services.

44. DISCOUNT GROUP STRUCTURE

A. All customer accounts within a discount group are governed by a single volume discount and term contract between COMPANY and a sponsoring enterprise. There cannot be more than one contract per discount group. When a sponsoring enterprise desires to add services or locations, it is adding onto the original contract (i.e. if it adds a location in the 10th month of a 12-month agreement, that location will use the contract in place, and be bound by the same terms for the remaining 2 months of the term.

B. The sponsoring enterprise is responsible for all contract requirements (e.g. minimum usage requirement, payment terms) and agrees to be designated as the customer of record that accepts all financial responsibility for payments by members of the discount group, including any shortfall charges that may apply. If the sponsoring enterprise is unwilling to designate a single customer account for this purpose, a discount group cannot be used. Sponsoring enterprises that want to charge back any individual customer accounts must do so on their own without COMPANY participation.

C. In order to be eligible for inclusion in a discount group, a customer must meet at least one of the following qualifications:

(1). The sponsoring enterprise owns or leases the location site or the location is occupied by a customer in which the sponsoring enterprise has an equity interest of twenty percent (20%) or more; or

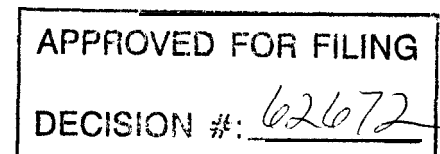
(2). The location is occupied by franchise of the sponsoring enterprise which has the right to offer, sell or distribute goods or services under a marketing plan prescribed in substantial part by the franchiser, and the operation of the franchisee's business under this plan is substantially associated with the franchiser's name, trademark, service mark, or similar commercial symbol.

D. A member can only belong to one discount group.

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000



SECTION 2 - RULES AND REGULATIONS (Cont'd)

45. **HOLIDAY CALLING DISCOUNT**

Residential customers (except casual calling, TA LightCall Plus; TA Simple, TA Fair and Inexpensive; and TA Option T customers), will receive a discount for thirty (30) minutes of intrastate calling for one (1) cent per minute on certain holidays. The holidays are the **following:** New Year's Day (January), Valentine's Day (February), Mother's Day (May), Father's Day (June), Fourth of July, Grandparent's Day (September), Thanksgiving Day (November) and Christmas Day (December).

Eligible products are:

TA MLM (both month to month and term)

TA All America Plan

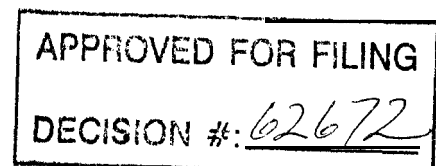
46. **MINIMUM USAGE COMMITMENT**

A. Where specifically allowed in the tariff, for those COMPANY services which provide a discount based upon the customer's commitment to use a minimum amount of COMPANY services per month, COMPANY will count the customer's total use of COMPANY services, except charges that have been specifically excluded under this tariff, in determining whether the customer satisfies the minimum usage requirement.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 3 - SERVICE DESCRIPTIONS FOR FORMER USLD CUSTOMERS**3.1 Timing of Calls**

Billing for calls placed over the COMPANY network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the either party hangs up. Billing is in one minute increments. and no customer will be knowingly billed for an uncompleted call.

- 3.1.1** Collect Calls • Timing begins when the called party accepts the responsibility for payment.
- 3.1.2** Person-to-Person Calls (other than Collect) -Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.1.3** All Other Calls • Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 40 seconds in duration.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. COMPANY uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape as found in AT&T Tariff F.C.C. No. 10.

FORMULA =

$$\sqrt{\frac{(V1 \cdot V2)^2 + (H1 \cdot H2)^2}{10}}$$

3.3 Service Offerings

The operator assisted services of COMPANY consist of the provision of collect, approved telephone company calling card, credit card, room charge, billed to a third number (third party) and person-to-person call services provided to users pursuant to arrangements established by COMPANY's subscribers. The applicable rates for these services are set forth in Section 13 of this tariff.

3.4 Directory Assistance

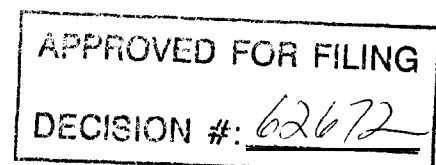
Directory Assistance Service is available to customers of COMPANY. A Directory Assistance charge applies to each call regardless of whether the requested Directory Assistance telephone number is furnished. The applicable rates for the service are set forth in Section 13 of this tariff.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS

4.1 WorldCard Calling Card

4.1.1 General Description

WorldCard Calling Card allows customers to make domestic calls away from home anywhere in the United States. Additionally, the WorldCard provides international origination from over 50 countries worldwide. To initiate a WorldCard call, the customer dials a toll free number. When the call is acknowledged the customer then inputs their card number and security code.

Billing

Billing will be done in six (6) second increments.

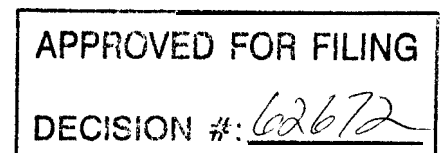
Rates

See Section 6.

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.2 Project Accounting Codes (PAC)4.2.1 General Description

A two, three, four or five digit code which permits an account to trace calls made by individuals, departments, project group, etc. The customer also has option of two (2) different types of PACS:

1. Standard PAC - A series of PACS (2,3,4 or 5 digits) that are provided per account according to need. Any PAC that is assigned to an ANI may be used by the customer to complete calls.
2. Validated PAC - A specific set of PACS (2 or 3 digits) that are assigned to a specific ANI. The specific PAC assigned to the ANI must be used by the customer to complete calls or the call will not go through.

In addition to a customer selecting whether they want their PAC validated or standard, the customer also has three different PAC options: PAC is available in (1) PAC Number only, (2) PAC Name only, or (3) PAC Name and Number combined.

Availability

Available to new and existing customers as an option.

Rates

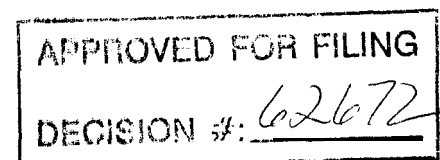
Rates include a monthly recurring charge and **nonrecurring** charge. The nonrecurring charge is applicable to the Validated PAC only. See Section 6.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.3 Enhanced 800/888 Service4.3.1 General Description

Enhanced 800/888 features are selected add on enhancements to various COMPANY 800/888 Services. The following enhancements are available:

- a. **Time of Day Routing:** Customer can accept incoming calls on alternate numbers based on time-of-day.
- b. **Day of Week Routing:** Customer can accept incoming calls on alternate numbers based on day of week.
- c. **Holiday Routing:** Customer can accept incoming calls on alternate numbers based on holiday.
- d. **Direct Terminal Overflow:** Customer can forward incoming calls to predesignated local number if busy; (DAL customers only).
- e. **Tailored Call Coverage:** Customer can block calls from one 800/888 origination. Calls may be blocked by area code, area code/exchange, LATA, state, or 10 digit ANI.
- f. **Dialed Number Identification:** Customer can identify dialed number; (DAL customers only).
- g. **% Allocation Routing:** Routes calls placed on an 800/888 number up to 8 different terminating locations based on whole number percentages that add up to 100%.
- h. **Alternative Routing:** Customer can Activate Alternate Routing Plan.
- i. **Real Time ANI:** Allows dedicated access customers to receive the ANI of the calling party if the call originates from an equal access end office.
- j. **Account Codes:** Allows the customer to track usage of its 800/888 number back to specified user codes and/or to limit use of its 800/888 number to only those dialing authorized codes. Requires that additional digits be dialed after the regular IO-digit 800/888 number is dialed. Two types are available: verified and non-verified. With both types of codes, calls cannot be completed without entry of the specified codes. In addition, with the verified codes, calls are not completed until codes are verified for accuracy. As an option, Call Detail can be sorted by either verified or non-verified codes.
- k. **Geographical Routing:** Allows the customer to arrange for calls to a single 800/888 service telephone number placed from different groups of originating locations to terminate to different locations. Originating locations may be identified using the NPA or by NPA/NXX.**
- l. **800/888 Publication Directory:** Allows customers to publish their 800/888 number in AT&T's 800/888 Directory.

** Integrity and Simply Guaranteed customers only (switched & dedicated).

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.3 Enhanced 800/888 Service (Cont'd)General Description (Cont'd)

- m. **Menu Routing:** Plays prerecorded messages in a menu like fashion referring callers to other numbers, explaining service conditions, or other information that a Customer desires to provide to their callers. The call may either terminate after the message announcement, or proceed to a set of interactive voice responses that give additional menu options. These menu options may terminate to a final destination or prompts can be linked to another set of menu options. COMPANY supports two types of Menu Routing:
1. **Basic Menu Routing Plans:** Basic Menu Routing will allow one voice announcement message to be followed by a menu of options. Customers may select up to four (4) menu options. These menu options will terminate to a ring-to number based on the menu option selected using the keypad on the telephone.
 2. **Advanced Menu Routing Plans:** Any plan that does not meet the Basic Menu Routing requirements as described above, will be considered an Advanced Menu Routing Plan. The limitations for Advanced Menu Routing are as follows: (1) no more than nine (9) Menu Options per set or grouping; and, (2) no more than four (4) menu levels.
 3. **Quota Call Allocation - "Round Robin":** Distributes incoming calls to terminating addresses (TA's) or other feature(s) to a fixed number of calls per a designated unit of time (minutes or hours). A Customer will be able to distribute calls to several TA's based on the number of calls per unit of time. The unit of time versus the amount of calls can be adjusted based on what the user specifies, e.g., the number of calls per unit of measure.

Availability

Enhanced 800/888 Service is available individually or in any combination for both existing and new customers.

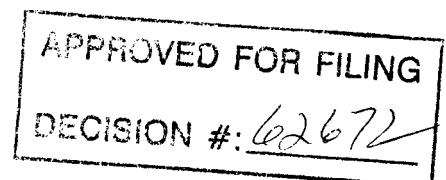
Rates

Rates include an installation charge and a monthly recurring charge. See Section 6 for the installation and monthly recurring charges.

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.4 Audio Teleconferencing****4.4.1 General Description**

Audio Teleconferencing permits three (3) or more customers located within the state of South Carolina to be connected. COMPANY offers its customers the following three (3) Audio Teleconferencing services:

1. Operator Assisted Conferencing Calling ("OACC")

OACC is initiated when the host dials into the conference operator. The operator proceeds to connect and introduce all parties designated by the host.

2. 800 Meet Me Conferencing

800 Meet Me calls take place at a predetermined time. All participants call the designated 800 number and are introduced to the conference call by the operator.

3. Local Meet Me Conferencing

Local Meet Me takes place at a predetermined time. All participants place a local call to reach the conference operator. The operator then introduces the callers.

Rates

See Section 6.

New Customers who have never used COMPANY's Audio Teleconferencing service will receive a fifty (50) percent discount off of their first thirty (30) days of usage.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.5 Nationwide 800****General Description**

Nationwide 800 is a virtual banded inbound service that allows customers to receive 800 calls from throughout the Continental U.S.

Billing

Calls will be billed in increments of six (6) seconds with a thirty (30) second average minimum.

Call Detail

Call detail will provide the following information when the technical capability exists: date, number of calling party, LATA of calling party, time of call, duration of call and cost of call.

Rates

See Section 6.

Calling Rating

Calls will be rated at the time period where the call terminates.

Discounts

Volume discounts are applied to the first \$.01 of usage and apply on a per account basis. If the customer also subscribes to the National Dedicated 800, America Plus, America WATS, WorldCard and/or International Services, his/her combined total monthly usage will be used to determine the Nationwide 800 volume discount as if all usage had only been on Nationwide 800 Service.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

ISSUED: June. 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.6 National Dedicated 800

4.6.1 General Description

National Dedicated 800 is a virtual banded inbound service that allows customers to receive 800 calls from throughout the Continental U.S. via voice frequency or DS-1 terminations.

Billing

Calls will be billed in increments of six (6) seconds with a thirty (30) second average minimum.

Rates

See Section 6.

Calling Rating

Calls will be rated at the time period where the call terminates.

Discounts

See Section 6.

If the customer also subscribes to the Nationwide 800, America Plus, America WATS, WorldCard and/or International Services, his/her combined total monthly usage will be used to determine the National Dedicated 800 volume discount as if all usage had only been on National Dedicated 800 Service.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.7 America WATSGeneral Description

America WATS is a dedicated, usage sensitive outbound calling service

Billing

All calls will be billed in increments of six (6) seconds.

Discounts

America WATS has rates for monthly terms and discount rates for customers signing a contract for one (1) year or longer. Upon expiration of such a contract, the contract shall be automatically renewed on a month to month basis until either party provides thirty (30) days written notice of their intent to discontinue this arrangement.

Availability

America WATS is available to all customers.

Rates

See Section 6.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the pay-phone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 602672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.8 America Plus4.8.1 General Description

America Plus is an outbound switched product provisioned over FGA, FGB, and FGD switched access facilities. America Plus is usage sensitive.

Billing

Initial calling period is six (6) seconds, each additional period is billed in six (6) second increments.

Discounts

America Plus has discounts rates for customers signing a contract for one (1) year or longer. Upon expiration of such a contract, the contract shall be automatically renewed on a month to month basis until either party provides thirty (30) days written notice of their intent to discontinue this arrangement.

Availability

America Plus is available to all existing and **future** customers.

Rates

See Section 6.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.9 All-America Plan Service

General Description

All-America Plan Service provides facilities to complete interLATA calls between any two points. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

Billing

Billing will be done in full minute increments.

Rates

See Section 6.

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.10 Personal 800 ServiceGeneral Description

Personal 800 is a switched nationwide 800 product that can be used by the customer anywhere in the domestic United States. Alaska and Hawaii. To use Personal 800, the customer will dial a designated 1-800-XXX-XXXX number (the same 800 number will be used by all subscribers). The customer will then enter their six digit authorization code (there will be no voice response requesting the customer to enter his/her authorization code). Once the six digit authorization code has been verified, the call will be completed.

Billing

Billing will be done in full minute rounding.

Rates

See Section 6.

Availability

Personal 800 is available to both residential and small business customers. The service will only be sold to customer that have COMPANY as their long distance carrier on their billed-to telephone number.

Payphone Use Charge

A charge will apply to calls that originate **from** any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls **using** Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.11 TA 800 Service - Select Option****4.11.1 General Description**

TA 800 is a switched and dedicated nationwide origination inbound service. This service is available for origination in the domestic United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands as well as for origination from Canada and International countries. TA 800 is targeted for the small to medium sized business customers.

Billing

Billing will be done in six (6) second increments with a six (6) second minimum average time requirement (MATR)*.

Rates

See Section 6.

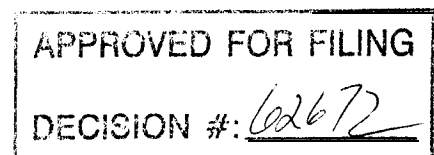
* This MATR will be waived until further notice.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.12 Private Line Services4.12.1 General Description

Voice Grade Service is offered in increments of one or more voice grade channels. Such voice grade systems may be utilized for voice service, data service, facsimile service, off-premise extension, foreign exchange, automatic ring down, tie line service(s) or any combination thereof, and may be interconnected with the facilities of other communication carriers and users for a customer's communication needs.

Analog Data S&vice provides dedicated service for interstate, intrastate, and interLATA end to end communications between cities. This data is capable of full duplex (simultaneous two-way transmission) operation utilizing a four-wire voice grade circuit on a point-to-point basis.

Billing

Billing will be done on a fixed and per mile basis.

Local Access

Customers who elect to have COMPANY bill them for Local Exchange Access Service, COMPANY will pass through the applicable rates set forth in the Local Exchange Carrier's tariff at the time service is provided to the customer. The customer will continue to be billed for local loops at the rate charged by the LEC at the time the customer received service, unless adjusted by COMPANY to reflect rate changes instituted by the LEC.

Availability

Private Line Service is available to any customer.

Rates

See Section 6.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.13 Terrestrial Digital Service (DS- 1, 1.544 Mbps)****4.13.1 General Description**

Terrestrial Digital Service, DS-1, 1.544 Mbps is a high-speed digital communications service with a transmission rate of 1.544 million bits per second, or the equivalent of 24-voice channels transmitting at 64 thousand bits each per second.

Billing

Billing will be done on a fixed and per mile basis.

Local Access

Customers who elect to have COMPANY bill them for Local Exchange Access Service, COMPANY will pass through the applicable rates set forth in the Local Exchange Carrier's tariff at the time service is provided to the customer. The customer will continue to be billed for local loops at the rate charged by the LEC at the time the customer received service, unless adjusted by COMPANY to reflect rate changes instituted by the LEC.

Availability

DS-I Service is available to any customer.

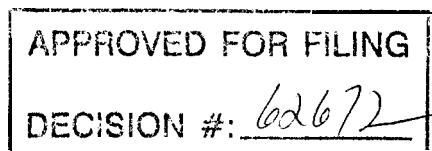
Rates

See Section 6.

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EFFECTIVE: June 30, 2000



SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.14 LightCall Plus Service

4.14.1 General Description

LightCall Plus ("LCP") provides facilities to complete interLATA, intraLATA calls between two (2) points. The customer will be assigned an authorization code that will authorize the use of the LCP by that customer. Service is available twenty-four (24) hours a day, seven (7) days a week.

LCP rates are stated in terms of initial minutes and additional minutes

Billing

Billing is done in sixty (60) second increments with a sixty (60) second minimum.

Rates

See Section 6.

Availability

LCP is available to any customer. Additionally, casual callers who utilize COMPANY's service via 10XXX, will be billed the LCP rates.

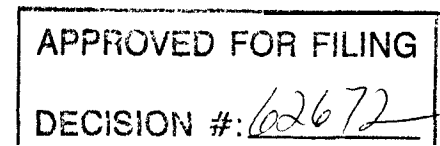
Rate Period

Standard day, evening and night/weekend rate periods. See Section 1.

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EFFECTIVE: June 30, 2000



SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.15 T.4 800 • Choice Option

4.15 1 General Description

TA 800 • Choice Option is an 800 product for National Account customers with high volume requirements for whom other TA 800 products doesn't meet those requirements. TA 800 • Choice Option provides both dedicated and switched options. This service is available for origination in the domestic United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands, Additionally, origination is available from Canada and International countries.

Billing

Billing will be done in six (6) second increments with a thirty (30) second minimum average time requirement (MATR)*.

Rates

See Section 6.

Rate Period

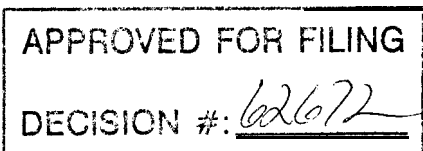
Day: 8:00 AM-4:59 PM (Monday thru Friday).
Non-day: All other times.

* This MATR will be waived until further notice.

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EFFECTIVE: June 30, 2000



SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.16 Choice Virtual Network Service (CVNS)4.16.1 General Description

Choice Virtual Network Service (CVNS) allows geographically dispersed companies with different usage volumes to combine their private networks with portions of the public switched network. With CVNS, users can create their own private network by utilizing the intelligence embedded in the COMPANY network.

Choice Virtual Network Service (CVNS) FramePlus

FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at COMPANY's closet Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks.

FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

Billing

Billing will be done in six (6) second increments.

Rates

See Section 6.

Availability

CVNS is available on a nationwide basis for both switched and dedicated access.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.17** Campus Talk Dedicated ServiceGeneral Description

Campus Talk Dedicated Service is a student billing service which will be marketed to various types of educational institutions, training facilities and/or housing entities that want to provide a long distance service to their residents. Campus Talk Dedicated Service provides long distance service to the all types of students that are 18 years or older. This service requires dedicated access to either the school's or training center's PBX or Centrex Site and will require the use of authorization codes.

Campus Talk Options provides the educational institution; training facility; and/or housing entity with the ability to select the end-user rate based on what is most appropriate for their particular environment.

Credit Limit

There will be a \$75 credit limit (no deposit based on possible credit check). Once the student exceeds \$75 they are prohibited from making additional calls until balance is less than \$75.

Students will be notified that they have exceeded their credit limit via an automated recording on their phone. The recording will provide a toll free number to call COMPANY.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The per minute usage rates for Campus Talk may be found in Section 6.
Rates for Campus Talk Options may be found in Section 6.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding pay-phone compensation, access charges and/or universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.18 Campus Talk SwitchedGeneral Description

Campus Talk Switched is a calling card service which provides long distance service via switched access, and will be marketed to various types of educational institutions, training facilities and/or housing entities that want to provide a long distance service to their residents and employees. Campus Talk Switched is designed for students 18 years or older that want the benefit of a calling card service.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The rates are the same for calls made from within a customers specified NPA. Also, there is a fee to reinstate services disconnected due to non-payment, abuse to or improper use of the service. See Section 10, of this tariff.

Credit Limit

There will be a \$75 credit limit (no deposit based on possible credit check). Once the student exceeds \$75 they are prohibited from making additional 1+ calls until balance is less than \$75.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges and/or universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.19 Integrity
General Description

Integrity™ is a multi-service, volume sensitive priced product designed to serve the \$2500 to \$150,000 market. This service has simple flat rates and term benefits. Integrity6 has switched, dedicated and calling card services. Integrity is available in three term option plans which varies in the minimum monthly monthly usage requirements and the associated discounts. Option "A" requires a \$250.00 minimum total usage and provides discounts up to the \$2,500.01 to \$5,000.00 range; Option "B" requires a \$2,500.00 minimum monthly total usage and provides discounts up to the \$50,000.01 range; and Option "C" requires a \$10,000 monthly minimum total usage and provides incremental volume discounts up to the \$150,000 range.

Integrity FramePlus

FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at COMPANY's closet Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks.

FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

Billing

Billing will be done in initial six (6) seconds and additional one (1) second increments. All minutes of use will be rounded up to the next increment.

Rate Periods

Peak: 8:00 AM to 4:59 PM; Monday through Friday

Off-Peak: All other times, including Holidays.

Holiday Rates

Holiday rates (Off-Peak) will be available on the following COMPANY observed holidays: New Year's Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Terms

Integrity™ is available in three (3) term option plans.

Rate Guarantee

In consideration of customer's commitment to use COMPANY's Integrity Option A, B or C service, COMPANY agrees to provide switched services for the duration of the Agreement at the tariffed rates in effect at the time the Agreement is executed by customer; provided, however, that if the tariffed rates for switched services used by customer decrease during the term of the Agreement, such rate decreases will be passed through to customer. Customer's switched services will not be subject to any rate increases during the term of the Agreement. COMPANY also agrees to provide private line services ordered or installed at the time of the Agreement is executed by customer; provided, however, that if the rates for private line services decrease during the term of the Agreement, such rate decreases will be passed through to the specific private line circuits used by customer. Customer's private line circuits installed prior to any rate increase will not be subject to the rate.

Rates:

See Section 10.

*Option A and B will no longer be available to new customers after November 24, 1996.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.19** IntegrityMinimum

There is a minimum monthly usage commitment per month "Monthly Commitment". COMPANY will count Customer's total Integrity usage set forth in the customers term commitment: less taxes, monthly recurring charges (MRCs), Audio Teleconferencing, and non-recurring charges (NRCs) to determine whether a customer satisfies the Monthly Commitment requirement designated. Minimum monthly usage will be based on total usage before discounts and promotions. If, during any month of the customers term commitment foi Integrity usage falls below the customers Monthly Commitment, the customer shall pay the actual amount billed for that service plus the difference between that amount and the customer's Monthly usage commitment.

Customers are required to meet their monthly minimum commitments beginning on their fourth invoice.

Private Line and Frame Relay

All subsequent dedicated leased lines and/or frame relay ports and permanent virtual circuits (PVCs) that are ordered and installed under an existing Integrity agreement will be rated at the rates which were in effect at the time the initial contract was executed. All circuits and/or frame relay ports are guaranteed for the length of the term contract. Month-to-month circuits and/or frame relay ports will be subject to rate increases as these increases are implemented. Locations and services can be added/deleted/changed throughout the term and still be covered under the original package.

Renewals

Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same contract length and the current tariff rates in effect at the time of such renewal associated with the term and volume of the original contract.

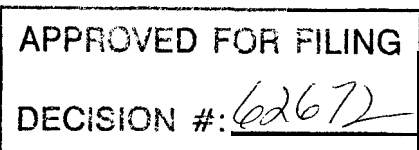
Either Customer or COMPANY may terminate an Agreement at the end of the initial Term or renewal term by providing not less than thirty (30) days written notice. If no written notification is submitted to COMPANY's Billing Department not less than thirty (30) days prior to expiration of an Agreement and COMPANY has not given notice of termination to Customer, the Agreement shall automatically renew at the same Monthly Commitment level and Term and at the tariffed rates in effect at the time of such renewal.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30.2000



SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.19 IntegrityEarly Termination Charges (Option C)

1. COMPANY will allow a customer to convert from a current Option A or Option B contract to an Integrity Option C contract. This agreement will begin a new term period and requires a minimum monthly commitment of \$10,000.
2. If a customer terminates their relationship without cause, and the customer fails to provide written notice of termination to COMPANY, the customer will be charged the applicable contract's Monthly Minimum for the remainder of the contract and all subsequent renewals until such written notice is recovered by COMPANY.
3. If a customer terminates their relationship without cause, and the customer provides COMPANY written notice terminating its service subsequent to the expiration of the Customer Satisfaction Guarantee, the customer will be assessed the following termination penalty:

1 Year Contract

Early termination charges for customers who terminate service prior to expiration of their one (1) year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

2 Year Contracts

If the contract is in the first 12 months, the customer will be responsible to COMPANY for: The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of the last twelve (12) month's monthly commitment.

If the customer is in their 2nd 12 months, the customer will be responsible to COMPANY for:
The remaining number of months multiplied by the monthly commitment

3 Year Contracts

If the contract is in the first 12 months, the customer will be responsible to COMPANY for: The remaining number of months in the first 12 months multiplied by the commitment level plus 35% of the twelve (12) remaining month's monthly commitment.

If the contract is in the second 12 months, the customer will be responsible to COMPANY for: The remaining number of months in ~~the~~ second 12 months multiplied by the commitment level plus 35% of the last twelve (12) month's monthly commitment.

If the customer is in their 3rd 12 months, the customer will be responsible to COMPANY for:
The remaining number of months multiplied by the monthly commitment

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 602672

ORIGINAL**SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)****4.19 Integrity (Cont'd)****Payphone Use Charge**

A charge will apply to calls that originate from any payphone used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.20** Personal Perks Calling Plan4.20.1 General Description

Personal Perks Calling Plan is a residential long distance calling plan product that links customers to COMPANY's long distance merchant partners. The customer will be entitled to specific membership privileges associated with a COMPANY long distance merchant partner (i.e.: airline tickets, hotel discounts, etc.) by using the Personal Perks product. Additionally, Personal Perks has its own exclusive calling card.

Billing Increments

Billing will be done in initial sixty (60) second increments and additional sixty (60) second increments.

Rates/Rate Periods

See Section 6. Rate periods are as follows:

Day:	8:00 AM to 5:00 PM (Monday thru Friday).
Evening:	5:01 PM to 11:00 PM (Monday thru Friday).
Night/Weekend:	All other times.

Availability

Personal Perks Calling Plan is available to any residential customer.

ISSUED: June 30, 2000
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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.21 TA Home 800

General Description

TA Home 800 is a 800 product designed for residential customers that can be used by customers anywhere in the domestic United States, Alaska and Hawaii. A customer will be assigned an 800 number and security code. Calls made to their 800 number with their security code will ring to their local telephone number.

Billing Increments

Billing will be done in full minute increments.

Rates/Rate Periods

See Section 6. The rate period is flat.

Availability

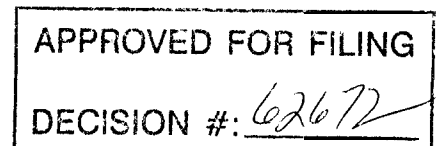
TA Home 800 is available to any residential customer.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.22 WorldCard Plus Calling CardGeneral Description

WorldCard Plus Calling Card is designed for residential services. WorldCard Plus allows customers to make domestic and international calls away from home anywhere in the United States.

To initiate a WorldCard Plus call, the customer dials a toll free 800 number. The voice response unit ("VRU") then instructs the customer to input the authorization code, which is the customer's billed to number plus four (4) digits. After the proper verification of the authorization code, the VRU guides the customer through the available options.

Billing

All domestic calls are billed in full minute increments.

Availability

WorldCard Plus is restricted to the following MTS 1+ services: All-America Plan and LightCall Plus.

Rates

See Section 6.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the pay-phone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.23 Simply BusinessGeneral Description

Simply Business is a service line consisting of switched outbound, switched inbound and card services. The services have flat rates which are based on term and minimum usage commitments. Simply Business is intended for the small business segment billing a total of \$100 to \$2,500 in telecommunications services monthly. This service works well with both single locations and multiple location businesses.

Billing/Rounding

Intrastate rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

See Section 6.

Note: There are no holiday rates.

Rates Periods

Peak: Monday through Friday 8:00 A.M. to 5:00 P.M.

Off-Peak: All other times.

WorldCard

The WorldCard is billed in initial thirty (30) seconds, then in six (6) second increments.

The WorldCard rates are in Section 12.

Terms and Agreements

All Options are available in month to month, twelve (12) and twenty-four (24) month term plans.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges **and/or** universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.23 Simply Business (Cont'd)Option D

There is no minimum monthly usage commitment for customers receiving service under month-to-month plans. There is a minimum monthly usage commitment of \$35 for customers receiving service under term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.

Q.biz

There is no minimum monthly usage commitment for customers receiving service under month-to-month plans. There is a minimum monthly usage commitment of \$25 for customers receiving service under term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.

Renewals

Upon expiration of the initial term and subsequent renewal term(s), the Customer's Agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original Agreement.

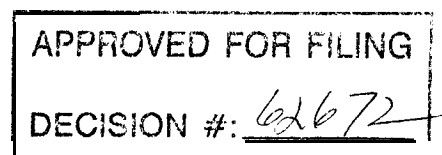
Early Termination Charges

1. COMPANY will allow a customer to terminate its Agreement prior to its expiration date provided the Customer is converting to another COMPANY product with equal or greater term and volume commitment levels.
2. If a Customer terminates their service without cause prior to the expiration date of their term Agreement, the Customer will be billed and required to pay the minimum monthly usage charge for the remainder of the term Agreement.

ISSUED: June 30, 2000
Issued by:

Michael J. Meldahl, President
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130 N. Main Street
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EFFECTIVE: June 30, 2000



SECTION 4 ■ SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.24 TA AlternativeGeneral Description

TA Alternative is designed for small switched business customers that generate less than \$150 in telecommunication costs per month. TA Alternative service requires a minimum of \$20 dollars in monthly usage. If the customer bills less than \$20 per month, they will be billed for the difference between the \$20 minimum monthly requirement and the amount actually billed.

The first 800 number is free, each additional 800 number is five dollars (\$5.00) per month, per number. This service limits customers to a total of three (3) 800 numbers.

Billing

Intrastate rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a **bulk** basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

See (Domestic) See Section 6.

See COMPANY's Tariff FCC No. 1 (International)

All rates are based on 7 **days/24** hours a day.

Note: There are no holiday rates.

WorldCard

The **WorldCard** is billed in initial thirty (30) seconds, then in six (6) second additional increments.

The **WorldCard** rates are in Section 12.

Optional Features

Account Codes (outbound and inbound) and Directory Assistance.

Payphone Use Charge

A charge will apply to calls that originate **from** any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed **from** the payphone. Customers will be charged the **payphone** use charge for each call which is placed from **payphones** with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges **and/or** universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions **contained** in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.25 Simple, Fair & Inexpensive ("SFI")

General Description

SFI will allow a customer to complete interLATA and intraLATA toll calls between two points within the State. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

Rates

See Section 6

Billing

Billing will be done in full minute increments.

Availability

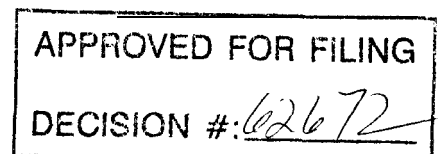
SFI is available to all existing and future customers and is only available on an intrastate basis when the customer has signed up for the interstate SFI through COMPANY's Tariff FCC No. 2.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.26 Multi-Level Marketing (MLM)

4.26.1 General Description

This product is designed for small businesses, residential businesses, and residential Independent agent customers. This service allows a customer to complete interLATA and intraLATA toll calls between two points within the State.

Rates

See Section 6.

Billing

Billing will be done initial thirty (30) seconds and each additional in six (6) second increments.

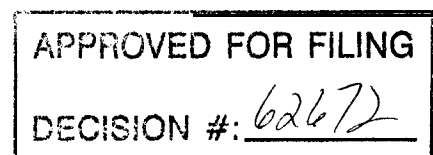
Availability

MLM is available to existing and future customers and is only available on an intrastate basis when the customer has signed up for the interstate MLM through COMPANY's Tariff FCC No. 2.

ISSUED: June 30, 2000
Issued by:

Michael J. Meldahl, President
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EFFECTIVE: June 30.2000



SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.27 Simply Guaranteed****General Description**

Simply Guaranteed is a voice and data service offering flat rated inbound, outbound, international, WorldCard, private-line and frame relay products. Simply Guaranteed is designed for new businesses with a monthly revenue between \$200 to \$25,000. It is available on a-month-to-month basis or a term contract (1 or 2 year). The terms have seven interstate commitment levels (\$200, \$750, \$2,500, \$4,000, \$7,000, \$12,000, \$20,000).

Simply Guaranteed -FramePlus

FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at COMPANY's closet Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks. FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

Billing and Rounding

Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental.

Key Features

Guaranteed Rates

Flat rate pricing

Switched and dedicated, outbound and inbound access

Data offerings including private line and frame relay

No surcharge, flat rated WorldCard

Minimums

There is a minimum monthly usage commitment per month ("Monthly Commitment"). The Customer's minimum monthly commitment will be based upon the Customer's monthly combined gross domestic and international usage and surcharges (not including taxes, any non-recurring, monthly recurring, Directory Assistance charges).

Underutilization Charges

If, at the end of the fourth billing cycle, a Customer has not met the minimum monthly commitment, the Customer must pay the difference between the actual eligible volume and its monthly volume commitment.

Availability

This service is only offered when customers sign up for Simply Guaranteed- at the interstate level.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.27 Simply Guaranteed (Cont'd)Rate GuaranteeSwitched and Dedicated

In return for the Customer's volume and term commitment, COMPANY will provide TA Simply Guaranteed switched and dedicated services for the duration of the customers term at the tariffed rates in effect at the time the customers agreement is executed by Customer. If the tariffed rates for swrtched and/or dedicated services used by Customer decrease during the customers term, such rate decreases will be passed through to Customer. Customer's Simply Guaranteed switched and dedicated services will not, during the initial Term, exceed the rates in effect at the time the agreement is executed by Customer.

Private Line and Frame Relay

All subsequent dedicated leased lines and/or frame relay ports and permanent virtual circuits (PVCs) that are ordered and installed under an existing Simply Guaranteed agreement will be rated at the rates which were in effect at the time the initial contract was executed. All circuits and/or frame relay ports are guaranteed for the length of the term contract. Month-to-month circuits and/or frame relay ports will be subject to rate increases as these increases are implemented. Locations and services can be added/deleted/changed throughout the term and still be covered under the original package.

Renewals

Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same contract length and the current tariff rates associated with the term and volume of the original contract.

Early Termination Charges

Either Customer or COMPANY may terminate an Agreement at the end of the initial Term by providing not less than thirty (30) days written notice. If no written notification is submitted to COMPANY's Billing Department not less than thirty (30) days prior to expiration of an Agreement and COMPANY has not given notice of termination to Customer, the Agreement shall automatically renew at the same Monthly Commitment level and Term and at the tariffed rates in effect at the time of such renewal.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges and/or universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.27 Simply Guaranteed (Cont'd)Early Termination Charges (Cont'd)

If Customer commits to a one (1) year Term and terminates this Agreement prior to the expiration of the Term, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the unexpired Term of this Agreement. If Customer commits to a two (2) year Term and terminates this Agreement prior to the expiration of the Term, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the first year of the Term PLUS thirty-five percent (35%) of the Monthly Commitment for each month (i.e., 12) of the second year of the Term of this Agreement. If Customer commits to a two (2) year Term and terminates this Agreement after the first year of the Term but prior to the expiration of the second year, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the unexpired Term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new TA Simply Guaranteed- commitment that is equal to or greater than its current term and Monthly Commitment.

If Customer disconnects any or all of its TA Simply Guaranteed- Service, Customer is responsible for contacting its local exchange carrier to cancel its dedicated circuits and to notify COMPANY in writing within thirty (30) days of such cancellation.

Simply Guaranteed Domestic WorldCard - is a flat rated card, with no surcharge, 1-800-860-4444 access number, voice prompting, speed dialing and customer defined BTN+4. Rates are quoted in full minutes. Call rounding is sixty (60) second initial and six (6) second incremental.

Rates: See Section 6.
Note: There are no holiday rates.

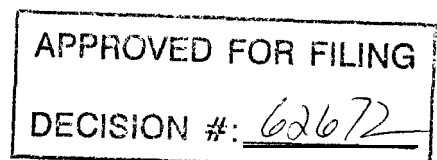
Rate Periods:

Peak: Monday through Friday 8:00 A.M. to 5:00 P.M.
Off-Peak: All other times.

ISSUED: June 30, 2000
Issued by:

Michael J. Meldahl, President
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EFFECTIVE: June 30, 2000



SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.29 Military TalkGeneral Description

Military Talk is a calling card which is available to all active military personnel. Military Talk provides access to the COMPANY Network via 800 access with a nine digit personal authorization code to place calls within the United States and worldwide termination.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The per minute rates are the same for calls made from within and outside the customer's specified NPA. See Rates in Section 6.

Availability

Military Talk is available to all active military branches.

Credit Limit

The initial credit limit is \$75.00. All adjustments will be done on an individual case basis solely determined by COMPANY.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative **body** or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges **and/or** universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.30 EarthtalkGeneral Description

Earthtalk is a calling card service designed for individuals 18 years or older who desire a long distance service that donates a portion of the customer's monthly billing to various environmental groups.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

See See Section 6 of this tariff for rates. The minute of use rates are the same for calls made from within and outside a customer's specified NPA.

Credit Limit

The initial credit limit is \$75.00. All adjustments will be done on an individual case basis solely determined by COMPANY.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges **and/or** universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000
Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.31 TA International Prepaid Debit Card4.3 1.1 General Description

TA International Prepaid Debit Card is a debit card product which allows the customer to pre-pay for units of domestic long distance calling minutes for a flat rate (1-unit = 1-minute). To use the debit card, the customer dials a toll free number. When the call is acknowledged, the customer then enters the personal identification number of the debit card. At this point, the user is notified of the amount of units remaining on the debit card. The caller then enters the telephone number they want to call. A verbal warning is provided when the amount of units remaining on the card is reduced to a low level. A call will be disconnected upon depletion of all available units on the debit card.

The debit card is debited in full minute increments. Debiting does not begin until the call is answered by the called party.

All new orders for the debit card require a cash payment in advance either via check or wire transfer.

Recharge Feature:

A customer has the option of selecting the re-charge feature when they purchase a debit card. The recharge feature allows the customer to add additional units to their card by charging the cost to various credit cards.

Rates

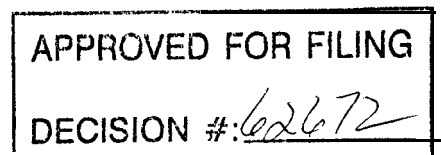
See Section 6.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.32 World Talk Switched****General Description**

World Talk Switched is a calling card service which provides long distance service via switched access. World Talk Switched is designed for groups and/or organizations whose members are 18 years or older and would like the benefit from having a calling card service.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The rates are the same for calls made from within and outside the school's NPA. Also, there is a fee to reinstate services disconnected due to non-payment, abuse to or improper use of the service. See Section 10 of this tariff.

Credit Limit

There will be a \$75 credit limit (no deposit based on possible credit check). Once the customer exceeds \$75 they are prohibited from making additional calls until balance is less than \$75.

All customers will be notified that they have exceeded their credit limit via an automated recording on their phone. The recording will provide a toll free number to call COMPANY.

Legislative, Regulatory or Judicial Activity

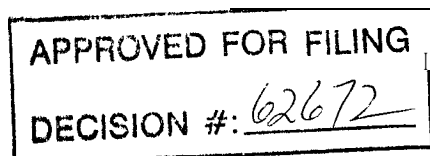
Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges and/or universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.33** World Talk Dedicated ServiceGeneral Description

World Talk Dedicated Service is designed for all types of housing entities that want to provide a long distance service to their residents. World Talk Dedicated Service will provide long distance service to all types of housing entities whose residents are 18 years or older. This service requires dedicated access and the use of authorization codes.

Credit Limit

There will be a \$75 credit limit (no deposit based on possible credit check). Once the customer exceeds \$75 they are prohibited from making additional calls until balance is less than \$75.

All customers will be notified that they have exceeded their credit limit via an automated recording on their phone. The recording will provide a toll free number to call COMPANY.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

There is a per minute usage rate and an one (1) time registration fee. See Section 6 of this tariff.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges **and/or** universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify **the rates**, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.34 Option TGeneral Description

Option T will allow a customer to complete intrastate toll calls between two points within Arizona. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week. There will be one flat rate for all times of day.

Billing

Billing will be done in full minute increments

Availability

Option T is available to all customers that have no more than a total of two (2) residential or business lines. Option T is only available on an intrastate basis when the customer has signed up for interstate Option T.

ISSUED: June 30, 2000
Issued by:

Michael J. Meldahl, President
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EFFECTIVE: June 30, 2000

APPROVED FOR FILING DECISION #: <u>62672</u>

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.35** Q.guaranteedDescription

Q.guaranteed is a voice and data service offering flat rates based on term and minimum usage commitments. Q.guaranteed is designed for new businesses with a monthly revenue between \$100 to \$100,000. It is available on a month-to-month basis, one year, two year, or three year term commitment and the terms have thirteen (13) commitment levels.

Billing and Rounding

Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental.

Rates

See Section 6 herein for intrastate rates.

Directory Assistance

Directory Assistance is available for all Q.guaranteed Customers. Per call rates are listed in Section 12.

Minimums

There is a minimum monthly usage commitment per month (Monthly Commitment) for all Customers. COMPANY will count the Customer's total TA Q.guaranteed service usage set forth in the Customer's term commitment; less taxes, monthly recurring charges, and non-recurring charges) to determine whether a customer satisfies the Monthly Commitment requirement. If, during any month the Customer's invoiced usage charges are less than the required Monthly Commitment, the Customer will be billed and required to pay the difference between the Monthly Commitment and the actual amount billed. For Month-to-Month Customers, this requirement will be applied beginning with the Customer's first full month's invoice. For those Customers who sign a one, two, or three year term commitment, this requirement will be applied with their fourth full month's invoice.

Renewals

The Customer or COMPANY may terminate the term commitment at the end of the initial term by providing not less than thirty (30) days written notice. If written notification is not submitted to COMPANY at least thirty (30) days prior to the expiration of the term commitment, **an'sqd** COMPANY has not given notice of termination to the Customer, this term commitment shall automatically renew based on the same terms and conditions, at the same monthly commitment level and initial term, and at the tariffed rates in effect at the time of such renewal.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 62672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.35 Q.guaranteed (Cont'd)Early Termination Charges

Customers who terminate their term commitment prior to the expiration date and do not provide written notification to COMPANY, will be billed and required to pay termination charges equal to the number of months remaining in the term multiplied by the monthly commitment level.

Customers who terminate their term commitment prior to the expiration date and do provide written notification to COMPANY, will be responsible for the following charges, payable upon receipt:

1 Year Contract

Early termination charges for Customers who terminate service prior to the expiration of their one (1) year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

2 Year Contract

If the contract is in the first 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second 12 months.

If the contract is in the 2nd 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months multiplied by the monthly commitment level.

3 Year Contract

If the contract is in the first 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second and third 12 months.

If the contract is in the second 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months of the second 12 months multiplied by the monthly commitment level plus 35% of months remaining in the third 12 months.

If the contract is in the third 12 months, the Customer will be responsible to COMPANY for:

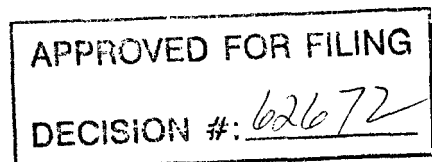
The remaining number of months multiplied by the monthly commitment level.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.35 Q.guaranteed (Cont'd)****Guarantees**

Q.guaranteed Customers are eligible to receive the following guarantees:

Rate Guarantee • COMPANY guarantees that if tariffed usage rates increase or tariffed discounts decrease beyond the tariff in effect at the time the Customer begins a term commitment, these usage rate increases or discount decreases will not be passed on to the Customer during the length of the Customer's term. This guarantee does not apply to rate modifications instituted by COMPANY in response to the actions of any regulatory agency, legislative body or court of competent jurisdiction.

Customer Satisfaction Guarantee • See Section 6 for a detailed description of this guarantee.

Toll Free Service Assurance Guarantee • See Section 6 for a detailed description of this guarantee.

Performance Guarantees:

The following three performance guarantees are only available to those Customers who commit to a monthly volume level of \$7,000 or greater:

Installation Guarantee • COMPANY guarantees that it will install the Customers Q.guaranteed service, switched and/or dedicated, including frame relay, by the date promised to the Customer, or the Customer is entitled to receive a \$500 credit (if commitment level is between \$7,000 and \$20,000) or a \$1,000 credit (if commitment level is between \$35,000 and \$100,000). This credit will be applied on the Customer's subsequent month's invoice.

Quarterly Account Review Guarantee • COMPANY guarantees that the assigned COMPANY account team will

review all new Q.guaranteed Customer's accounts on a quarterly basis for the entire length of the Customer's term commitment.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to **standard** tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from pay-phones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges **and/or** universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 4 . SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.35** Q.guaranteed (Cont'd)Guarantees (Cont'd)

Service Outage Resolution Guarantee . COMPANY guarantees that it will restore any service outages the Customer may incur on their end-to-end Q.guaranteed service within four (4) hours or less or the Customer is entitled to receive a \$500 credit (if commitment level is between \$7,000 and \$20,000) or a \$1,000 credit (if commitment level is between \$35,000 and \$100,000). This credit will be applied on the Customer's subsequent month's invoice. The Service Outage Resolution Guarantee shall not apply for the following reasons:

1. Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
2. Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.
3. Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access line is terminated.
4. During any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
5. Interruptions not immediately/promptly reported to COMPANY.
6. Interruptions during any period when the Customer or user has released service to COMPANY for maintenance or rearrangement purpose, or for the installation of a Customer service order.
7. *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.
8. Labor strikes.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 62672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.35 Q.guaranteed (Cont'd)

Guarantees (Cont'd)

The following three performance guarantees are available to all Customers regardless of monthly volume commitment levels:

Network/Service Availability Guarantee - COMPANY guarantees for all Basic Digital Service, Extended Digital Service, Terrestrial Digital Service, and High Speed Digital Service circuits that it will provide an average of 99.9% Customer network availability and 99.85% end-to-end availability (when access is ordered by COMPANY on behalf of the Customer) per month for all Q.guaranteed Customers or the Customer is entitled to receive a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month. This credit will be applied on the Customer's subsequent month's invoice and shall be in lieu of any service interruption or outage credit(s) that Customer might have been entitled to receive as set forth in this tariff. This credit is applicable on a per account basis per month and is based on the average availability across all of Customer's circuits throughout the given month. This guarantee shall not apply to COMPANY @ccess Service or COMPANY Private Line Service.

Network availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs COMPANY of service non-availability and ends on the date of service restoration. For purposes of this measurement, the private line circuit will be measured from Point of Presence to Point of Presence and will not include customer premise equipment or local access facilities.

No credit allowances will be made for:

1. Circuits provisioned within the last 30 days.
2. Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
3. Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.
4. Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
5. Interruptions during any period when the Customer or user has released service to COMPANY for maintenance or rearrangement purpose, or for the installation of a Customer service order.
6. Interruptions during any period when the Customer elects not to release the service(s) for testing **and/or** repair and continues to use it on an impaired basis.
7. **Force majeure** events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.
8. Labor Strikes.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 602672

SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.35** Q.guaranteed (Cont'd)Guarantees (Cont'd)**Network/Service Availability Guarantee** (Cont'd)

End-to-end availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs COMPANY of service non-availability and ends on the date of service restoration. For purposes of this measure, the private line circuit will be measured from demarcation point to demarcation point, and will not include customer premise equipment.

Calculation: Monthly Network Availability Time (%) - 1- [Total minutes of network **non**-availability per month / (Total number of private line circuits x days in month x 24 hours x 60 minutes)].

Frame Delivery - COMPANY guarantees to achieve a Frame Delivery rate of 99.9% for CIR frames (end-to-end CIR packet delivery only applies to frame slot marked discard eligible). COMPANY guarantees to achieve a Frame Delivery rate of 99% for non-CIR frames. If COMPANY does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and **PVC/CIR** monthly recurring charges for that month.

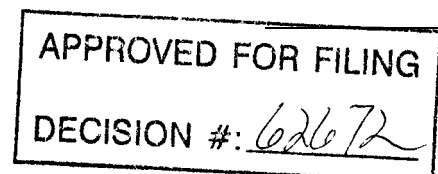
Definition: Frame Delivery is the percentage of frames which are successfully delivered over the COMPANY network, excluding frames which are not delivered due in whole or in part to factors unrelated to the COMPANY network.

Calculation: Frame Delivery (Throughput) is measured as the percentage of frames presented to the COMPANY network by the Customer versus those which are successfully delivered by the COMPANY network. The percentage is based on Frame Delivery (Throughput) across the Customer's entire network, not on an individual location or PVC basis.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.35** Q.guaranteed.(Cont'd)Guarantees (Cont'd)

Frame Delivery (Cont'd)

Exclusions: Frame Delivery (Throughput) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

1. Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.
2. Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
3. Interruptions during any period when the Customer elects not to release the service(s) for testing **and/or** repair and continues to use it on an impaired basis.
4. Any circuits provisioned within the last 30 days.
5. Scheduled maintenance interruptions and outages.
6. Labor strikes.
7. *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.
8. Frames dropped at infrastructure egress due to improper customer specifications of customer port speeds.
9. Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.

Network Transit Delay • COMPANY guarantees to achieve a one-way Network Transit Delay within the State of Arizona for 100 byte frames at 35 milliseconds or less, 500 byte frames at 95 milliseconds or less, and 1,600 byte **frames** at 250 milliseconds or less (including protocol overhead). Network Transit Delay (Latency) measures only delay on the COMPANY network, external factors which may cause delay (e.g., access serialization, access link congestion) are excluded from the measurement. If COMPANY does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and **PVC/CIR** monthly recurring charges for that month.

Definition: **Network** Transit Delay (Latency) measures one-way delay between the origination and destination infrastructure ports. It is defined as the period of time commencing with transmission of the last bit of a packet from the origination infrastructure.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION - #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.35 Q.guaranteed (Cont'd)Guarantees (Cont'd)

Network Transit Delay (Cont'd)

Exclusions: Network Transit Delay (Latency) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

1. Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.
2. Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
3. Interruptions during any period when the Customer elects not to release the service(s) for testing **and/or** repair and continues to use it on an impaired basis.
4. Any circuits provisioned within the last 30 days.
5. Scheduled maintenance interruptions and outages.
6. Labor strikes.
7. *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.
8. During periods in which a major network component (e.g., backbone link or gateway switch) is not functioning and the network is in an emergency reroute configuration.
9. Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.

Credit Limitation: If the Customer experiences network or service performance for COMPANY **FramePlus** Frame Relay at levels below those stated herein for two or more elements (Network Availability, Frame Delivery, and **NetworkTransit** Delay) in the same month, the Customer is entitled to receive credits pursuant to one of the applicable credit sections only. In addition, COMPANY will not issue credits pursuant to the Service Level Guarantee for more than six months in any twelve month period.

Availability: Tariffed **COMPANY FramePlus** Frame Relay service elements may not be available at or between all service points.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING

DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.35 Q.guaranteed (Cont'd)Plus Program

If a term Customer's usage charges meet or exceed any other higher monthly commitment level, the Customer will be credited the difference between the rates at the level/term it committed to and the rates it would have received if it had committed to the next immediate commitment level with the same term length. The credit will be applied in the actual month in which the usage occurred. Month-to-Month Customers are not eligible for the Plus Program.

Q.guaranteed • WorldCard

Q.guaranteed WorldCard is a flat, per minute rated calling card service, with a per call surcharge. Rates are quoted in full minutes. Call rounding is six (6) second initial and six (6) second increments.

Enhanced Toll Free Features

Q.guaranteed offers Enhanced Toll Free Features for all Q.guaranteed Customers. If the Customer signs a term commitment, the Customer is eligible to receive selected features at a 'packaged' rate or the Customer can subscribe to features individually.

Q.guaranteed • FramePlus

FramePlus frame relay service is a public, fast-packet data network offering. Customers access **FramePlus** at COMPANY's closest Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the **FramePlus** network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks.

FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

ATA Program

COMPANY will offer **the** following program to nationwide associations **that**:

- 1) Promote COMPANY services on an exclusive basis to its current and prospective membership;
- 2) Actively market COMPANY services to its entire current and prospective membership; and,
- 3) Generate total usage of at least \$500,000 per month from all enrolled members by the 24th month of the program.

Members of Associations enrolled in this Program and who execute the appropriate enrollment form will receive the Q.guaranteed rates set forth in Section 4.37-1 for switched, dedicated and **WorldCard** services and the rates set forth in Sections 4.37-C through 4.37-H for all other services. The rates will apply in accordance with the Customer's term commitment and associated Monthly Commitment level. If a Customer's actual monthly usage of TA Q.guaranteed services falls below its Monthly Commitment, the Customer will be charged **the** rates based on its actual usage level. Customers will not be billed and required to pay underutilization charges if their monthly usage falls below their original Monthly Commitment. If a Customer ceases to be an Association Member enrolled in **this** Program, the Customer will no longer receive the rates associated with **this** Program and will be converted to **standard**

Q.guaranteed rates in accordance with **the** terms of this tariff. COMPANY reserves the right to terminate **from** this Program, on twelve (12) **months** written notice, any Association that fails to comply with **all** of the qualifications as described above.

This is available on an Intrastate bases when the customer subscribes to the Interstate **ATA** Program

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING

DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.36 TA Preference**General Description

TA Preference is designed for small business customers billing between \$50 and \$500 a month in switched long distance service. Customers must subscribe to a one, two or three year term commitment. TA Preference Customers will be billed a monthly recurring charge per "Service Location", as defined herein. If, during any month the Customer's invoiced usage charges are less than the monthly fee, the Customer will be billed and required to pay the difference between the monthly fee and the actual amount billed.

Billing/Rounding

Billing will done in initial thirty (30) second increments and additional one (1) second increments for all domestic TA Preference calls. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

The per minute usage rates may be found in Section 12 herein.

Directory Assistance

Directory Assistance is available for all TA Preference Customers. Per call rates are listed in Section 4.3 1

Renewals

The Customer or COMPANY may terminate the term commitment at the end of the initial term by providing not less than thirty (30) days written notice. If written notification is not submitted to COMPANY at least thirty (30) days prior to the expiration of the term commitment, and COMPANY has not given notice of termination to the Customer, this term commitment shall automatically renew based on the same terms and conditions and at the tariffed rates in effect at the time of such renewal.

Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from pay-phones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding **payphone** compensation, access charges and/or universal service ("Regulatory Activity"), COMPANY reserves the right, at any time and without notice to : (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, **and/or** terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING

DECISION #: 62672

SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)4.36 TA Preference (Cont'd)Early Termination Charges

1. COMPANY will allow a Customer to terminate its TA Preference term agreement prior to its expiration date provided the Customer is converting to another COMPANY product with equal or greater term and volume commitment levels.
2. Customers who terminate their term commitment prior to the expiration date and provide written notification to COMPANY, will be billed and required to pay on their next full month's invoice a single charge calculated by taking the monthly fee multiplied by the number of service locations multiplied by the number of months remaining in the term contract.
3. Customers who terminate their term commitment prior to the expiration date and do not provide written notification to COMPANY, will be billed and required to pay each month for the remainder of the contract a charge calculated by taking the monthly fee multiplied by the number of service locations.

Guarantees

TA Preference Customers are eligible to receive the following guarantees:

Toll Free Service Assurance Guarantee - See Section 6 for a detailed description of this guarantee.

Customer Satisfaction Guarantee - See Section 6 for a detailed description of this guarantee.

TA Preference - WorldCard

TA Preference **WorldCard** is a flat, per minute rated calling card service, with a per call surcharge. Rates are quoted in full minutes. Call rounding is initial thirty (30) second increments and additional six (6) second increments. See Section 6 for rates and surcharge.

Enhanced Toll Free Features

TA Preference offers Enhanced Toll Free Features for all Customers. See Section 6 for monthly recurring and non-recurring charges.

Availability

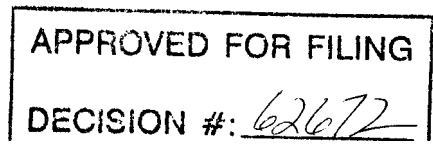
TA Preference is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week. All Customers must have at least two (2) business lines subscribed to TA Preference.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



SECTION 4 - SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)**4.37 TA Difference**

TA Difference will allow a Customer to complete calls between any two points within the state of Arizona. TA Difference Calling Card and TA Home 800 service is also available to Customers subscribing to TA Difference. There are different pricing plans associated with TA Difference to accommodate variations in Customer's calling patterns. These options are identical in description on an intrastate level but vary on their per minute usage rate on an interstate level. (For interstate rates and charges, see Qwest tariff, FCC #3)

A monthly fee will be applied beginning with the Customer's fourth full month's invoice. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

Difference #6 • Customers must enroll in the offer via a company -designated Internet address. Upon enrollment in the offer, the Customer must designate to the Company a valid commercial credit card through which the Customer will be automatically billed for usage under the offer. Customers may review billing details via Company on-line Customer Service using the Internet.

Billing

Billing will be done in full minute increments for all options.

Billing

Billing will be done in initial sixty (60) second increments and additional one (1) second increments for all TA Difference calls.

Rates

The per minute usage rates may be found in Section 12 herein.

Rate Periods

Peak: 7am - 7pm, Monday thru Friday
Off-Peak: All other times

Availability

TA Difference is available to all customers who have no more than two (2) residential or business lines. TA Difference is only available on an intrastate basis when the customer has subscribed to the interstate TA Difference service.

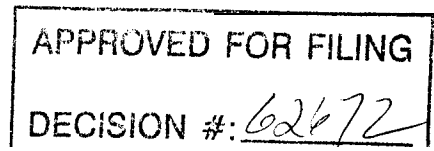
Payphone Use Charge

A charge will apply to calls that originate from any **payphone** used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the **payphone** use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 4 • SERVICE DESCRIPTIONS FOR FORMER LCI CUSTOMERS (Cont'd)

4.38

800 Calling Card Service

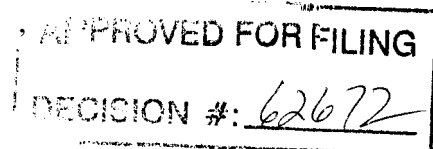
800 Calling Card Service is a user-initiated service whereby End Users access the Company's network by dialing a designated 800 access number with completion through an access code used by the End User with billing to a pre-established account. Calls can be placed with the assistance of an automated or live operator. This service is subscribed to by End Users and allows them to access the Company's network at their option rather than placing calls through the pre-subscribed long distance carrier of the originating telephone.

This service and the designated 800 access number(s) are not marketed or made available to the general public in Arizona and any usage by End Users residing in Arizona will be incidental. The rates and surcharges apply to intrastate calls placed by End Users traveling to Arizona from states in the Company's wholesale customer's geographic region.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 5 - SERVICE DESCRIPTIONS FOR FORMER QWEST CUSTOMERS**1. General Description Of Services**

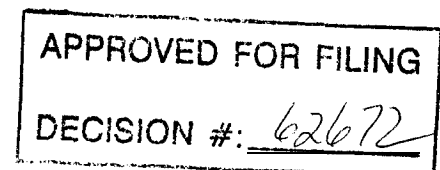
- a. The Company's service enables customers to place long distance telephone calls within the State of Arizona. Service is provided in all cities within the State, subject to the availability of the requisite facilities and equipment. Services are provided for a minimum period of one (1) month, unless otherwise specified.
- b. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or economically feasible.
- c. Total monthly usage charges are based upon the total time the Customer utilizes the Company's services. Discounts based upon the Customer's call volume and/or contract term, may also be applicable.
- d. Rates and charges for service vary depending upon the option selected by the Customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge for intercity usage, charges for installation, special features, and/or charges for administrative or physical changes to a Service. At additional cost, certain service options offer a Customer the ability to identify individual users and allocate the cost of his long distance service through the use of accounting codes.
- e. Usage charges may vary depending upon the time of day a call was placed and the duration of the call. Calls beginning in one rate period and ending in another will be charged in accordance with the rates effective for each portion of the call. Calls placed on the following Carrier Recognized Holidays will be rated at Off-Peak Rates: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- f. Chargeable time begins when the Company receives signaling to detect that the network connection between the calling station and the called station has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- g. Monthly Recurring Charges are billed in advance and vary depending upon the administrative and/or physical requirements of the Customer. Charges for interconnect arrangements which utilize a local access provider will be billed to the Customer. Customers are responsible for any and all such charges incurred by the Company to meet a customer's specifications for service.
- h. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with a service, the Customer shall be responsible for any and all such charges.
- i. Billing is due and payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one and one-half percent (1 SO%) per month (or the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty-five (35) days after date of billing.
- j. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company in writing within thirty (30) days after an invoice is rendered, such invoice may be deemed to be correct and binding. At a customer's request, adjustments to invoices will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 6 . SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS

	<u>WorldCard Calling Card</u>	<u>Actual Rates</u>		
			<u>Evening</u>	<u>Night/Weekend</u>
a.	There is a charge per minute of use for the WorldCard Calling Card: \$.25	Day \$.1800	\$.1800	\$. 1800
b.	There is a surcharge, per call when utilizing the WorldCard Calling Card in addition to the charge in (a) above:	\$0.3500/call		

ISSUED: June 30, 2000
Issued by:Michael J. Meldahl, President
TOUCH AMERICA Services, Inc.
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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCL CUSTOMERS (Cont'd)**6.2 Project Accounting Codes (PAC) - Optional***

Project Accounting Codes (PAC) are available in three (3) forms: (1) Number only; (2) Name only; and (3) Name and Number combined:

A. <u>Monthly Recurring Charges</u>		<u>Actual</u>
1. Standard PAC, per location		\$5.00
2. Validated PAC, per location		7.50
B. <u>Nonrecurring Charges</u> (Validated PAC only)		
1. Installation		15.00
2. Change charge		15.00
C. <u>PAC with Number, Name, or Both (NRCs)</u>		
1. Installation		\$25.00
2. Change charge (per 50)		\$10.00

For example: If a customer requests Name with Validated PAC their total non-recurring charge will be \$40.00. However, if a customer requests Name with Non-Validated PAC their total NRC will be \$25.00.

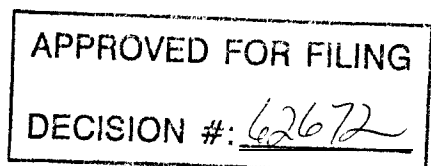
* For description see Section 6.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.3 Enhanced 800/888 Service (Optional)****Monthly Recurring Charges**

	Rates
a. Tailored Call Coverage	\$0.00
b. All other features	\$75.00*
c. Real Time ANI	\$350.00 per trunk group
d. Account Codes	
1. Verified	\$50 per block of 100
2. Non-Verified	\$50 per 800 number
e. Geographical Routing:	\$0.0005 per mou*
f. Dial Number Identification Service (DNIS)	\$0.00
g. 800 Directory Publication	\$15.00
h. Menu Routing	\$0.05
i. Quota Call Allocation	\$50.00

Non-Recurring Charges

a. Tailored Call Coverage	\$25.00
1. Per option change to each 800 number	\$25.00
b. All other features	\$50.00***
c. Real Time ANI	\$300.00 per trunk group
d. Account Codes	
1. Installation Charge	\$75.00
2. Change Charge	\$75.00
e. Dial Number Identification Service (DNIS)	\$500.00
g. 800 Directory Publication	\$15.00

* Per arrangement (each feature chosen).

** The \$0.0005 rate per MOU is in addition to the monthly recurring and **non-recurring** charges.

* * * Per order (One or multiple features).

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.4 Audio Teleconferencing****1. Operator Assisted Conferencing Calling ("OACC")**

a. Bridging Cost*,	
per bridged minute	\$0.43

2. 800 Meet Me Conferencing

a. Bridging Cost*,	
per bridged minute	\$0.44

3. Local Meet Me Conferencing

a. Bridging Cost*,	
per bridged minute	\$0.28

4. Volume Discount

a. Discount is based on total Audio Conferencing charges.

		<u>Retroactive Discount</u>	
	<u>Total Monthly Usage Charges</u>		<u>Percent Discount</u>
\$0.00	\$500		0 %
\$500.01 -	\$1,000		4%
\$1,000.01 -	\$2,500		8 %
\$2,500.01 -	\$5,000		12 %
\$5,000.01 -	\$10,000		16 %
\$10,000.01 -	\$15,000		18 %
\$15,000.01 -	\$20,000		20%
\$20,000.01 -	\$25,000		22%
\$25,000.01 +			24%

* The Bridging Cost includes the per minute rate associated with the long distance call.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.5 Nationwide 8006.5.1 Actual Monthly Recurring Charges

<u>Service Area</u>	<u>Per Minute of Use</u>		
	<u>Business Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
Band 0	\$0.2200	\$0.1800	\$0.1673

Volume DiscountMonthly Usage

\$0.00	\$ 100.00	0 %
100.01	350.00	10 %
350.01	1,350.00	13 %
1,035.01-	2,500.00	15 %
2,500.01-	5,000.00	18 %
5,000.01-	PLUS	21 %

ISSUED: June 30, 2000

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SECTION 6 . SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.6 National Dedicated 8006.6.1 Actual Monthly Recurring ChargesA) T 1 -TerminationPer Minute of Use

<u>Service Area</u>	<u>Business Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
Band 0	\$0.1570	\$0.1300	\$0.1098
1. Central office connection		\$53.00	
2. T-1 Access		NOTE 1	

Volume Discount

<u>Monthly Usage</u>			
\$0.00		\$1,000.00	0 %
\$1,000.01	▪	\$1 0,000.00	12 %
\$10,000.01	▪	\$30,000.00	15 %
\$30,000.01	▪	Plus	20%

NOTE 1: Access to COMPANY's facilities is the responsibility of the customer. Access may be furnished by COMPANY as specified in LCI's Tariff FCC No. 2. The customer also has the option of providing their own access.

B) VF TerminationPer Minute of Use

<u>Service Area</u>	<u>Business Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
Band 0	\$0.1800	\$0.1547	\$0.1290
1. DAL Access		NOTE 1	

Volume Discount

<u>Monthly Usage</u>			
\$0.00		\$1 0,000.00	0%
\$1,000.01	▪	\$10,000.00	12 %
\$10,000.01	▪	\$30,000.00	15 %
30,000.01	▪	PLUS	20%

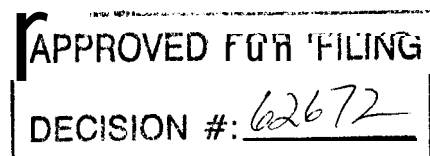
NOTE 1: Access to COMPANY's facilities is the responsibility of **the** customer. Access may be furnished by COMPANY as specified in **LCI's** Tariff FCC No. 2. The customer also has the option of providing their own access.

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SECTION 6 ■ SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.7 America WATSMonthly Recurring Chargesa. Usage Rates

<u>Service Area</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
MONTH- TO-MONTH	\$0.1260	\$0.1030	\$0.0760
TERM*	\$0.1197	\$0.0979	\$0.0722
<u>Payphone Use Charge</u>		\$0.30	

* Customers who sign an agreement for one (1) year or longer will be billed these rates.

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.8 America Plus6.8.1 Actual Monthly Recurring Charges

a. Usage Rates:

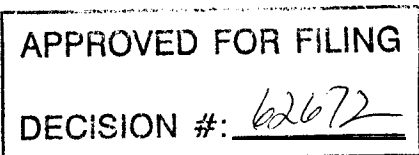
<u>Service Area</u>	<u>Day Evening</u>	<u>Night/Weekend</u>
MONTH- TO-MONTH	\$0.2230	\$0.2230 \$0.2230
TERM*	\$0.1700	\$0.1700 \$0.1700

* Customers who sign an agreement for one (1) year or longer will be billed these rates.

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.9 All-America Plan Service6.9.1 Monthly Recurring Rates

(All customers will be billed the following rates).

INTERLATA**DAY**

		<u>Initial Period</u>	<u>Additional Increments</u>
a.	All Mileage	\$0.2300	\$0.2300

EVENING

		<u>Initial Period</u>	<u>Additional Increments</u>
b.	All Mileage	\$0.1400	\$0.1400

NIGHT/WEEKEND

		<u>Initial Period</u>	<u>Additional Increments</u>
c.	All Mileage	\$0.1100	\$0.1100

INTRALATA**DAY**

		<u>Initial Period</u>	<u>Additional Increments</u>
a.	All Mileage	\$0.2000	\$0.2000

EVENING

		<u>Initial Period</u>	<u>Additional Increments</u>
b.	All Mileage	\$0.1300	\$0.1300

NIGHT/WEEKEND

		<u>Initial Period</u>	<u>Additional Increments</u>
c.	All Mileage	\$0.1100	\$0.1100

6.9.2 Rate Table

	M	O	N	TUE	WED	THUR	FRI	SAT	SUN
8:00am to 5:00pm*	DAY RATE PERIOD								
5:00pm to 11:00pm*	EVENING RATE PERIOD								Evening Rate
11:00pm to 8:00am*	NIGHT/WEEKEND PERIOD								

* To but not including, the times shown

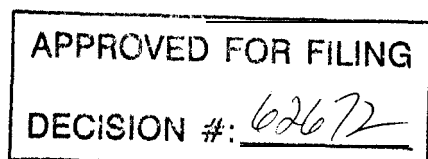
The evening rate applies to the following Holidays unless a lower rate would normally apply: Christmas Day, New Year's Day, July 4th, Labor Day, Thanksgiving, Memorial Day, Veteran's Day, Martin Luther King Day, President's Day and Columbus Day.

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.10 Personal 800 ServiceMonthly Recurring ChargesA. Rates Per Minute of Use

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.2700	\$0.2360	\$0.2300

<u>Payphone Use Charge</u>	\$0.30
----------------------------	--------

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.1 1 TA 800 Service • Select OptionA. Usage Rates (per minute of use)1. Switched TA 800

Day	\$0.2530
Evening	\$0.2317
Night/Weekend	\$0.2317

2. Dedicated TA 800

Day	\$0.1335
Evening	\$0.1077
Night/Weekend	\$0.1077

3. Volume DiscountsSWITCHEDVolume

\$0 -	\$99
\$100 -	\$349
\$350 -	\$999
\$1,000 -	\$2,499
\$2,500 -	\$4,999
\$5,000 -	\$7,499
\$7,500 -	\$9,999
\$10,000 -	\$14,999
\$15,000 -	PLUS

DEDICATEDVolumeDiscount

\$0 -	\$999	0 %
\$1,000 -	\$4,999	10 %
\$5,000 -	\$9,999	12 %
\$10,000 -	\$14,999	14 %
\$15,000 -	\$19,999	15 %
\$20,000 -	\$29,999	16 %
\$30,000 -	PLUS	17 %

NOTE 1: Rate Periods:

Day	• 8:00 a.m. to 4:59 p.m. (Monday thru Friday)
Evening	• 5:00 p.m. to 10:59 p.m. (Sunday thru Friday)
Night/Weekend	• 11:00 p.m. to 7:59 a.m. (Sunday thru Friday, all day Saturday and Sunday 8:00 AM • 4:59 PM)

NOTE 2: Dedicated TA 800 requires either DAL or T-1 Access.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.12 Private Line Services

A.	<u>Termination Charges</u>	<u>Rate</u>
	1. Access Line	Note 1
	2. Central Office Connection, per end	\$36.00
	a. BDS Circuit	\$45.00
	3. Bridging (Analog Data only)	\$17.00
B.	<u>Monthly IXC Rates</u>	
		<u>Fixed</u>
		<u>Per Mile</u>
		\$210.00
		\$0.28
C.	<u>Discount Schedule</u>	
	<u>Volume</u>	<u>1 Year</u>
		<u>2 Years</u>
		<u>3 Years</u>
	\$0.00	10%
	5,000.00	11%
	10,000.00	13%
	20,000.00	15%
	30,000.00	17%
	40,000.00	18%
	50,000.00	19%
	75,000.00	20%
	100,000.00	21%
	150,000.00	22%
	250,000.00	23%
	350,000.00	24%
	500,000.00	25%
		11%
		12%
		14%
		17%
		18%
		19%
		20%
		21%
		22%
		23%
		24%
		25%
		26%
		27%
		28%

Note 1: See Local Access in Section 6.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.12 Private Line Services (Cont'd)C. Discount Schedule (Cont'd)Multiple Circuit Discount

<u># of Circuits*</u>	<u>Discount</u>
2-3	2 %
4-5	4 %
6-7	6 %
8-9	8 %
10-Plus	10 %

*The multiple circuit discount is only applicable for new circuits placed on one (1) order.

6.12.1 Nonrecurring Charges

	<u>Per Circuit</u>	<u>End Per Order</u>
a. Installation: COMPANY	\$120.00	\$000.00**
Exchange Carrier	Note 1	\$0.00**
b. Physical Change	Note 1	\$50.00
c. Administration Change	\$0.00**	\$20.00
d. Cancellation of Order	\$150.00***	\$0.00**
e. Service Conversion	\$0.00**	\$0.00**
f. Expedite	\$0.00**	\$100.00
g. Billing Record Change	\$0.00**	\$10.00
h. Vendor Coordination Function	\$100.00	\$0.00**

** These charges may be reinstated at a later date.

*** The \$150.00 cancellation fee occurs only after twenty-one (21) days have passed since the customer signed the agreement.

Note 1: See Local Access in Section 6.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.13 Terrestrial Digital Service (DS-1. 1.544 Mbps)

A.	<u>Termination Charges</u>	Rate
	1. Access Line	Note 1
	2. Central Office Connection, per end	\$120.00
	C. Network Terminating Equipment, per end (optional)	\$ 50.00

B. Monthly IXC Rates

<u>Fixed</u>	<u>Variable</u>
\$2,100.00	\$3.10

C. Discount Schedule

<u>Volume</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0.00	20%	22%	24%
5,000.00	25%	28%	31%
10,000.00	38%	39%	40%
20,000.00	39%	41%	42%
30,000.00	41%	43%	44%
40,000.00	42%	44%	45%
50,000.00	43%	45%	46%
75,000.00	44%	46%	47%
100,000.00	45%	47%	48%
150,000.00	46%	48%	49%
250,000.00	47%	49%	50%
350,000.00	48%	50%	51%
500,000.00	49%	51%	52%

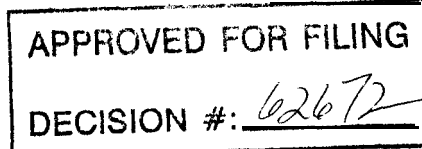
Note 1: See Local Access in Section 6.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.13 Terrestrial Digital Service (DS-1, 1.544 Mbps) (Cont'd)D. Nonrecurring Charges for Terrestrial Digital Service, 1.544 Mbps

		<u>ACTUAL CHARGES</u>	
		<u>Per Circuit End</u>	<u>Per Order</u>
a.	Installation: COMPANY	\$300.00	\$ 0.00
	Exchange Carrier	Note 1	\$ 0.00
b.	Physical Change	Note 1	\$ 50.00
c.	Administration Change	\$ 0.00	\$ 20.00
d.	Cancellation of Order	\$150.00*	\$ 0.00
e.	Service Conversion	\$ 0.00	\$ 0.00
f.	Expedite	\$ 0.00	\$100.00
g.	Billing Record Change	\$ 0.00	\$ 10.00
h.	Vendor Coordination Function	\$200.00	\$ 0.00

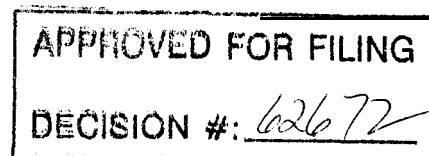
* The \$150.00 cancellation fee occurs only after twenty-one (21) days have passed since the customer signed the agreement.

Note 1: See Local Access in Section 6.

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ORIGINAL

SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCL CUSTOMERS (Cont'd)

6.14 LightCall Plus Service

Per Minute Usage Rates

Day	<u>Evening</u>	Night/Weekend
\$0.27	\$0.15	\$0.12

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DECISION #: 62672

SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.15 T.4 800 - Choice OptionUsage Rates (per minute of use)

A. Switched:

Day* \$0.1440

Non-day* * \$0.1416

B. Dedicated (See Note 1)

Day* \$0.1140

Non-day** \$0.1100

C. Discounts (For Switched usage only)

	<u>Term</u>	<u>Monthly</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Revenue					
\$0	\$999	0 %	0 %	0 %	0 %
\$1,000	\$4,999	4%	5 %	6 %	7 %
\$5,000	\$9,999	10 %	11 %	12 %	13 %
\$10,000	\$14,999	16 %	17 %	18 %	19 %
\$15,000	\$19,999	18 %	19 %	20 %	21 %
\$20,000	\$29,999	24%	25%	26%	27%
\$30,000	\$39,999	26%	27%	28%	29%
\$40,000	\$49,999	28%	29%	30%	31%
\$50,000	\$74,999	30%	31%	32%	33%
\$75,000	\$99,999	31%	32%	33%	34%
\$100,000	\$149,999	32%	33%	34%	35%
\$150,000	\$249,999	33%	34%	35%	36%
\$250,000	\$349,999	34%	35%	36%	37%
\$350,000	\$499,999	35%	36%	37%	38%
\$500,000	PLUS	36%	37%	38%	39%

* Day: 8:00 A.M. to 4:59 P.M. (Monday through Friday)

** Non-day: All other times

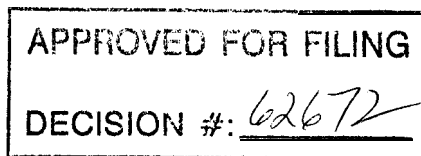
Note 1: Dedicated usage requires either DAL or T-1 Access.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.16 Choice Virtual Network Service (CVNS)****1. Usage Rates (per minute of use)**

A. Switched Access:	<u>Outbound</u>	<u>Inbound</u>
Peak*	\$0.1444	\$0.2100
Non-Peak**	\$0.1416	\$0.2000

B. Dedicated Access:

Peak*	\$0.1140	\$0.0811
Non-Peak**	\$0.1100	\$0.0811

C. Discounts:

		Month to Month	1 Year	2 Years	3 Years
\$25,000 • \$50,000		.00%	10.00%	12.00%	15.00%
\$50,000 • \$75,000		.00%	12.00%	15.00%	18.00%
\$75,000 • \$100,000		0.00%	15.00%	17.00%	20.00%
\$100,000 • \$125,000		0.00%	16.00%	18.00%	21.00%
\$125,000 • \$150,000		0.00%	17.00%	20.00%	23.00%
\$150,000 • \$250,000		0.00%	19.00%	22.00%	25.00%
\$250,000 • \$350,000		0.00%	20.00%	23.00%	26.00%
\$350,000 • \$500,000		0.00%	21.00%	24.00%	27.00%
\$500,000 • plus		0.00%	22.00%	25.00%	28.00%

2. Dedicated COMPANY customers who elect to have LCI bill them for their Local Exchange Access Service will be charged a rate either equal to or below the rates set forth by the dominant Local Exchange Carrier's tariff in that geographical area. The customer will continue to be billed the same local loops rates applicable at the time the customer signed their contract for service. However, these rates can be adjusted by COMPANY to reflect any rate changes instituted by the LEC.

3. Dedicated

- A. Description: Basic Digital Service (BSD) • DS-0; Analog Data, Voice Grade (Tie Line, Automatic Ring Down, Off Premise Extension, Foreign Exchange), and Digital Data Service.
Extended Digital Service (EDS) • F-T1
Terrestrial Digital Service (TDS) • DS-1, 1.544
High-Speed Digital Service (HSDS) • DS-3, 45 Mbps

- B. Rates: Cancellation order/per circuit end: \$150.00; Vendor Coordination Function/per circuit end: \$100.00 and expedite charge/per order: \$100.00. The \$150 cancellation fee will only apply twenty-one (21) days after the execution of the contract

Enhanced 800/888 Features: The monthly recurring and non-recurring charges for Enhanced 800/888

Features may be found in Section 4.3.

* Peak: 8:00 A.M. - 4:59 P.M. (Monday thru Friday).

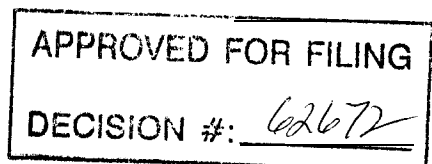
** Non-Peak: All other times.

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.16 Choice Virtual Network Service (CVNS)C. Dedicated Leased Line

	Fixed	Per Mile	COC MRC	COC NRC	Bridging
Basic Digital Service	\$ 225.00	\$ 0.29	\$ 50.00	\$ 150.00	\$ 17.00
Extended Digital Service 128	\$ 450.00	\$ 0.58	\$ 150.00	\$ 500.00	
Extended Digital Service 192	\$ 675.00	\$ 0.87	\$ 150.00	\$ 500.00	
Extended Digital Service 256	\$ 900.00	\$ 1.16	\$ 150.00	\$ 500.00	
Extended Digital Service 320	\$ 1,125.00	\$ 1.45	\$ 150.00	\$ 500.00	
Extended Digital Service 384	\$ 1,350.00	\$ 1.74	\$ 150.00	\$ 500.00	
Extended Digital Service 448	\$ 1,575.00	\$ 2.03	\$ 150.00	\$ 500.00	
Extended Digital Service 512	\$ 1,800.00	\$ 2.32	\$ 150.00	\$ 500.00	
Extended Digital Service 576+	\$ 1,900.00	\$ 2.30	\$ 150.00	\$ 500.00	
Terrestrial Digital Service	\$ 1,900.00	\$ 2.30	\$ 150.00	\$ 500.00	
High-speed Digital Service	\$ 16,000.00	\$ 42.00	\$ 500.00	\$2,700.00	

D. Choice Virtual Network Service (CVNS) - FramePlusRates:Monthly Recurring Charges

<u>Port Connection</u>	<u>Fixed Rate</u>	<u>Per DSO</u>	<u>Change</u>	<u>Install</u>
Continental US	\$100	\$55	\$250	N/A
Authority NMS (per network)	\$1,000	N/A	\$500	\$2,000
ARC	\$250	N/A	\$250	\$250
Permanent Virtual Circuits CIR per SK				BIR per 8K
	<u>simplex</u>			<u>simplex</u>
Continental US	\$17.00			\$3.00

ISSUED: June 30, 2000

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ORIGINAL**SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)****6.16 Choice Virtual Network Service (CVNS) (Cont'd)****E. Leased
Line and FramePlus Discounts**

	MTM	1 Year	2 Year	3 Year
\$0 - 25,000	0%	0%	0%	0%
\$25,000 - 50,000	0%	10%	12%	15%
\$50,000 - 75,000	0%	12%	15%	18%
\$75,000 - 100,000	0%	15%	17%	20%
\$100,000 - 125,000	0%	16%	18%	21%
\$125,000 - 150,000	0 %	17%	20%	23%
\$150,000 - 250,000	0 %	19%	22%	25%
\$250,000 - 350,000	0%	20%	23%	26%
\$350,000 - 500,000	0%	21%	24%	27%
\$500,000 - Plus	0 %	22%	25%	28%

F. HSDS - DS-3 IOC Discounts

	MTM	1 Year	2 Year	3 Year
\$0 - 25,000	0%	0%	0%	0%
\$25,000 - 50,000	0 %	15 %	16 %	17%
\$50,000 - 75,000	0%	17%	18%	19%
\$75,000 - 100,000	0%	18%	19%	20%
\$100,000 - 200,000	0%	19%	21%	22%
\$200,000 - 350,000	0%	21%	23%	24%
\$350,000 - 500,000	0%	25%	27%	28%
\$500,000+	0%	32%	35%	38%

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.17 Campus Talk Dedicated Service

6.17.1 Rates

Per Minute Rates

INTRASTATE

	DAY		EVENING		NIGHT/WEEKEND	
R A T E MILEAGE	1ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN
0 -10	0.2400	0.1100	0.1560	0.0715	0.1200	0.0550
11 -22	0.3400	0.1600	0.2210	0.1040	0.1700	0.0800
23 -55	0.3500	0.2000	0.2435	0.1365	0.1950	0.1050
56 -124	0.4100	0.2500	0.2805	0.1655	0.2300	0.1350
125-292	0.4200	0.2700	0.2950	0.1850	0.2301	0.1500
293+	0.4300	0.3000	0.3180	0.1980	0.2600	0.1600

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.17 Campus Talk Dedicated Service****6.17.2 Campus Talk Options • Usage Rates****Option X**

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.20
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.12
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.10
All Day • Saturday & Sunday	\$0.10

Option 1

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.22
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.14
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.10
All Day • Saturday & Sunday	\$0.10

Option 2

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.22
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.19
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.13
All Day • Saturday & Sunday	\$0.13

Option 3

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.22
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.22
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.12
All Day • Saturday & Sunday	\$0.12

Option 4

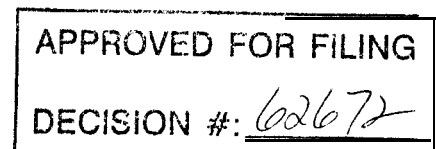
<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.22
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.20
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.17
All Day • Saturday & Sunday	\$0.17

ISSUED: June 30, 2000

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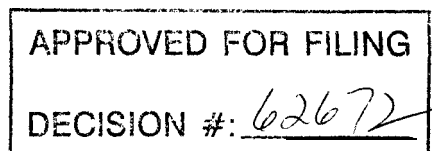


ORIGINALSECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.17 Campus Talk Dedicated Service (Cont'd)6.17.2 Campus Talk Options - Usage Rates (Cont'd)

<u>Option 5</u>	Rate
All Time Periods	\$0.10
<u>Option 6</u>	
All Time Periods	\$0.10
<u>Option 7</u>	
All Time Periods	\$0.10
<u>Option 8</u>	
All Time Periods	\$0.10
<u>Option 9</u>	
All Time Periods	\$0.10

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EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.18** Campus Talk Switched

Rate

- A. Payphone Surcharge \$0.30 (per call)
- B. Calls made from within and outside school's NPA:
- | <u>Day</u> | <u>Evening</u> | <u>Night/Weekend</u> |
|------------|----------------|----------------------|
| \$0.15 | \$0.15 | \$0.15 |

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ORIGINAL**SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.19 Integrity
Rates

A. Option A and Option B': All intrastate rates are quoted in full minutes.

1. Switched

- | | | |
|-------------|----------------|--------------------|
| a) Outbound | Peak: \$0.17 1 | Off-Peak: \$0.162 |
| b) Inbound | Peak: \$0.236 | Off-Peak: \$0.2 12 |
| c) Card | Peak: \$0.250 | Off-Peak: \$0.180 |
- Surcharge - All calls \$.25 per call.
- d) Directory Assistance
Intrastate - All calls \$.65 per call.

2. **WAL**

- | | | |
|-------------|---------------|-------------------|
| a) Outbound | Peak: \$0.161 | Off-Peak: \$0.152 |
| b) Inbound | Peak: \$0.226 | Off-Peak: \$0.202 |
- c) Directory Assistance
Intrastate - All calls \$.65 per call.

3. Dedicated

- | | | |
|-------------|---------------|-------------------|
| a) Outbound | Peak: \$0.115 | Off-Peak: \$0.092 |
| b) Inbound | Peak: \$0.159 | Off-Peak: \$0.135 |
- c) Directory Assistance
Intrastate - All calls \$.65 per call.

4. Private Line (Monthly IXC Rates)*

- | | | |
|---------|-----------|---------------|
| a) DS-0 | Fixed: | \$210.00 |
| | Per Mile: | \$.28 |
| b) DS-1 | Fixed: | \$2100.00 |
| | Per Mile: | \$3.10 |

B. Option C: All intrastate rates are quoted in full minutes.

1. Switched

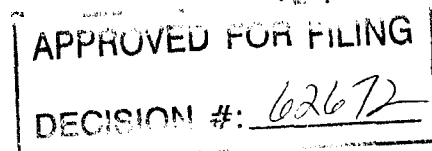
- | | | | |
|-------------|------------------|-----------------------------------|--------------------|
| a) Outbound | InterLATA | Peak: \$0.1658 | Off-Peak: \$0.1658 |
| | IntraLATA | | |
| | Option 1: | Peak: \$0.1658 | Off-Peak: \$0.1658 |
| | Option 2: | Monthly Subscription Fee: \$20.00 | |
| | | Peak: \$0.1550 | Off-Peak: \$0.1550 |
| b) Inbound | InterLATA | Peak: \$0.1658 | Off-Peak: \$0.1658 |
| | IntraLATA | | |
| | Option 1: | Peak: \$0.1658 | Off-Peak: \$0.1658 |
| | Option 2: | Monthly Subscription Fee: \$20.00 | |
| | | Peak: \$0.1550 | Off-Peak: \$0.1550 |
- c) Directory Assistance
Intrastate - All calls \$.65 per call.

ISSUED: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)

Rates (Cont'd)

B. Option C: All intrastate rates are quoted in full minutes. (Cont'd)

2. Dedicated

a) Outbound

InterLATA	Peak: \$0.1072	Off-Peak: \$0.1072
IntraLATA		

Option 1:	Peak: \$0.1072	Off-Peak: \$0.1072
-----------	----------------	--------------------

Option 2:	Monthly Subscription Fee:	\$20.00
	Peak: \$0.1018	Off-Peak: \$0.1018

b) Inbound

InterLATA	Peak: \$0.1072	Off-Peak: \$0.1072
IntraLATA		

Option 1:	Peak: \$0.1072	Off-Peak: \$0.1072
-----------	----------------	--------------------

Option 2:	Monthly Subscription Fee:	\$20.00
	Peak: \$0.1018	Off-Peak: \$0.1018

c) Directory Assistance

Intrastate - All calls \$.65 per call.

3. Integrity WorldCard

c) Card	Peak: \$0.23	Off-Peak: \$0.23
	Surcharge per call:	\$0.50
	Operator Surcharge, per call:*	\$2.25

4. FramePlus

<u>Port Connection</u>	<u>Fixed Rate</u>	<u>PerS O</u>	<u>Change</u>	<u>Install</u>
Intrastate	\$106	\$58 \$250		N/A
Authority NMS (per network)	\$1,000	N/A \$500		\$2,000
ARC	\$250	N/A \$250		\$250
Permanent Virtual Circuits CIR per 8K		BIR per 8K		
	<u>simplex</u>		<u>simplex</u>	
Intrastate	\$18.00		\$3.00	

5. Payphone Use Charge \$0.30

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)

6.19.1 Rates (Cont'd)

5. Audio Teleconferencing:

Only Audio Conferencing contributes to these volume levels and only audio conferencing receives these discounts.

Base Rates: Meet Me
\$0.28

800 Meet Me
\$0.44

Operator Assisted
\$0.43

Volume Level	Volume Discount	Volume Level	Volume Discount
\$0-499.99	0%	\$20000 - 24999.99	22%
\$500 - 999.99	4%	\$25000 - 49999.99	24%
\$1000 - 2499.99	8%	\$50000 - 74999.99	31%
\$2500 - 4999.99	12%	\$75000 - 99999.99	45%
\$5000 - 9999.99	16%	\$100000 - 149999.99	47%
\$10000 - 14999.99	18%	150000 - Plus	49%
\$15000 - 19999.99	20%		

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)

Rates (Cont'd)

Enhanced 800/888 Features: The monthly recurring and non-recurring charges for Enhanced 800/888 Features may be found in Section 4.3.B. Discounts:

1. Month-to-Month (MTM) Option A and Option B

a) Outbound Usage - Domestic Outbound, Canadian Outbound, Domestic WorldCard, Canadian WorldCard, US Portion of Mexican Outbound, Directory Assistance, Domestic BroadcastFax (NOTE: WorldCard Surcharge is also discounted)

<u>Total Contributing \$ Volume</u>	<u>Month to Month</u>
\$0.01 - \$500.00	0.0%
\$500.01 - \$1,000.01	1.1%
\$1,000.01 - \$1,500.00	2.3%
\$1,500.01 - \$2,500.00	3.4%
\$2,500.01 - \$5,000.00	4.4%
\$5,000.01 - \$10,000.00	5.3%
\$10,000.01 - \$15,000.00	6.2%
\$15,000.01 - \$25,000.00	7.0%
\$25,000.01 - \$50,000.00	7.7%
\$50,000.01 - PLUS	8.4%

b) Inbound Usage - Receiving Domestic, Canadian, International (ITFS)

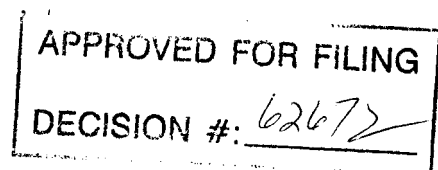
<u>Total Contributing \$ Volume</u>	<u>Month to Month</u>
\$0.01 - \$500.00	0.0%
\$500.01 - \$1,000.00	4.0%
\$1,000.01 - \$1,500.00	8.0%
\$1,500.01 - \$2,500.00	10.0%
\$2,500.01 - \$5,000.00	12.0%
\$5,000.01 - \$10,000.00	14.0%
\$10,000.01 - \$15,000.00	16.0%
\$15,000.01 - \$25,000.00	17.0%
\$25,000.01 - \$50,000.00	18.0%
\$50,000.01 - PLUS	19.0%

ISSUED: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)
Rates (Cont'd)C. Discounts: (Cont'd)2. OPTION Aa) Outbound Usage - Domestic Outbound, Canadian Outbound, Domestic WorldCard, Canadian WorldCard, US Portion of Mexican Outbound, Directory Assistance, Domestic BroadcastFax
(N O T E :

Total Contributing \$ Volume		One Year	Two Years	Three Years
\$0.01 -	\$500.00	0.0%	0.0%	0.0%
\$500.01 -	\$1,000.00	1.9%(Z)	2.4%(Z)	2.6%
\$1,000.01 -	\$1,500.00	4.0%(Z)	5.1%(Z)	5.6%
\$1,500.01 -	\$2,500.00	5.9%(Z)	7.6%(Z)	8.4%
\$2,500.01 -	Plus	7.7%	9.9%	11.0%

b) Inbound Usage - Receiving Domestic, Canadian, International (ITFS)

Total Contributing \$ Volume		One Year	Two Years	Three Years
\$0.01 -	\$500.00	0.0%	0.0%	0.0%
\$500.01 -	\$1,000.00	9.0%	11.0%	13.0%
\$1,000.01 -	\$1,500.00	13.0%	15.0%	17.0%
\$1,500.01 -	\$2,500.00	15.0%	17.0%	19.0%
\$2,500.01 -	Plus	17.0%	19.0%	21.0%

3. OPTION Ba) Outbound Usage - Domestic Outbound, Canadian Outbound, Domestic WorldCard, Canadian WorldCard, US Portion of Mexican Outbound, Directory Assistance, Domestic BroadcastFax
[NOTE: WorldCard Surcharge is also discounted]

Total Contributing \$ Volume		One Year	Two Years	Three Years
\$0.01 -	\$2,500.00	0.0%	0.0%	0.0%
\$2,500.01 -	\$5,000.00	7.7%	9.9%	11.0%
\$5,000.01 -	\$10,000.00	9.3%	12.0%	13.3%
\$10,000.01 -	\$15,000.00	10.8%	13.9%	15.4%
\$15,000.01 -	\$25,000.00	12.2%	15.7%	17.5%
\$25,000.01 -	\$50,000.00	13.5%	17.4%	19.3%
\$50,000.01 -	Plus	14.7%	18.9%	21.0%

ISSUED: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)
Rates (Cont'd)b) Inbound Usage - Receiving Domestic, Canadian, International (ITFS)

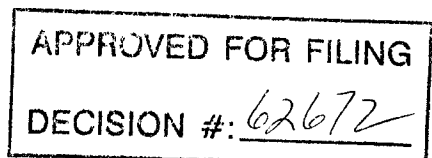
Total Contributing \$ Volume		One Year	Two Years	Three Years
\$0.01 -	\$2,500.00	0.0%	0.0%	0.0%
\$2,500.01 -	\$5,000.00	17.0%	19.0%	21.0%
\$5,000.01 -	\$10,000.00	19.0%	21.0%	23.0%
\$10,000.01 -	\$15,000.00	20.0%	23.0%	25.0%
\$15,000.01 -	\$25,000.00	21.0%	24.0%	26.0%
\$25,000.01 -	\$50,000.00	22.0%	25.0%	27.0%
\$50,000.01 -	Plus	23.0%	26.0%	28.0%

ISSUED: June 30, 2000

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)

Rates (Cont'd)

C. Discounts: (Cont'd)

4. **OPTION C:** The following services contribute to the monthly volume level and receives the associated volume discount based on the term agreement: Domestic Outbound/Inbound, International inbound/outbound, Port and PVC charges on FramePlus, Dedicated Services (IXC & COC only), Canadian Inbound/Outbound, Domestic WorldCard, Canadian WorldCard, Mexican Outbound, Directory Assistance, Domestic Broadcast Fax (NOTE: WorldCard Surcharge is also discounted).

Monthly Volume Discount Level		1 YEAR	2 YEAR	3 YEAR
\$0 - \$9,999.99		0 %	0 %	0 %
\$10,000.00 - \$14,999.99		10 %	11 %	12 %
\$15,000.00 - \$19,999.99		11 %	12 %	13 %
\$20,000.00 - \$29,999.99		15 %	17 %	19 %
\$30,000.00 - \$39,999.99		16 %	18 %	20 %
\$40,000.00 - \$49,999.99		17 %	19 %	21 %
\$50,000.00 - \$74,999.99		18 %	20 %	22 %
\$75,000.00 - \$99,999.99		19 %	21 %	23 %
\$100,000.00 - \$149,999.99		20 %	22 %	24 %
\$150,000.00 - PLUS		21 %	23 %	25 %

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)Rates (Cont'd)C. Discounts: (Cont'd)

5. PRIVATE LINE (Option A and B) The following discount schedule will no longer be offered except
To existing customers for existing circuits as of July 31, 1996.

a) DS-0

<u>Revenue</u>		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0.01 -	\$5,000.00	10%	11%	12%
\$5,000.01 -	\$10,000.00	11%	12%	13%
\$10,000.01 -	\$20,000.00	13%	14%	15%
\$20,000.01 -	\$30,000.00	15%	17%	18%
\$30,000.01 -	\$40,000.00	16%	18%	19%
\$40,000.01 -	\$50,000.00	17%	19%	20%
\$50,000.01 -	\$75,000.00	20%	21%	23%

b) DS-1

<u>Revenue</u>		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0.01 -	\$5,000.00	20%	22%	24%
\$5,000.01 -	\$10,000.00	25%	28%	31%
\$10,000.01 -	\$20,000.00	38%	39%	40%
\$20,000.01 -	\$30,000.00	39%	41%	42%
\$30,000.01 -	\$40,000.00	41%	43%	44%
\$40,000.01 -	\$50,000.00	42%	44%	45%
\$50,000.01 -	\$75,000.00	43%	45%	46%

ISSUED: June 30, 2000
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EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.19 Integrity (Cont'd)

Rates (Cont'd)

E. Non-Recurring Charges

1. Dedicated Local Loops (Option A, B & C): Tariffed LEC local loop rates will be passed on to the customer.
2. WATS Access Line (WAL) (Option A & B): Installation, per WAL \$150.00
(This service will no longer be offered except to existing customers as of July 31, 1996.)

F. Dedicated Leased Line (Option A, B, and C)

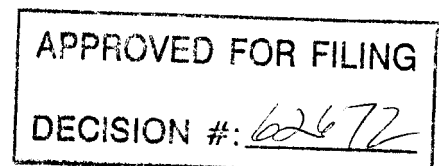
	Fixed	Per Mile	COC MRC Per End	COC NRC Per End	Bridging
Basic Digital Service	\$ 225.00	\$ 0.29	\$ 50.00	\$ 150.00	\$ 17.00
Extended Digital Service 128	\$ 450.00	\$ 0.58	\$ 150.00	\$ 500.00	
Extended Digital Service 192	\$ 675.00	\$ 0.87	\$ 150.00	\$ 500.00	
Extended Digital Service 256	\$ 900.00	\$ 1.16	\$ 150.00	\$ 500.00	
Extended Digital Service 320	\$ 1,125.00	\$ 1.45	\$ 150.00	\$ 500.00	
Extended Digital Service 384	\$ 1,350.00	\$ 1.74	\$ 150.00	\$ 500.00	
Extended Digital Service 448	\$ 1,575.00	\$ 2.03	\$ 150.00	\$ 500.00	
Extended Digital Service 512	\$ 1,800.00	\$ 2.32	\$ 150.00	\$ 500.00	
Extended Digital Service 576+	\$ 1,900.00	\$ 2.30	\$ 150.00	\$ 500.00	
Terrestrial Digital Service	\$1,500.00	\$2.50	\$ 150.00	\$ 500.00	
High-speed Digital Service	\$ 16,000.00	\$ 42.00	\$ 500.00	\$ 2,700.00	

ISSUED: June 30, 2000

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.19 Integrity (Cont'd)Rates (Cont'd)G. Integrity - FramePlus - Option A & B

Rates:

Monthly Recurring Charges

<u>Port Connection</u>	<u>Fixed Rate</u>	<u>Per DS0Change</u>	<u>Install</u>
Continental US	\$100	\$55	\$250
Authority NMS (per network)	\$1,000	N/A	\$500
ARC	\$250	N/A	\$250
Permanent Virtual Circuits	CIR per 8K	BIR per 8K	
	<u>simplex</u>	<u>simplex</u>	
Continental US	\$17.00	\$3.00	

H Leased Line and FramePlus Discounts

Integrity Option A	MTM	1 Year	2 Year	3 Year
\$0 - Plus	0 %	0%	2 %	6%

Integrity Option B	MTM	1 Year	2 Year	3 Year
\$0 - 2,500	0%	0%	0%	0%
\$2,500 - 5,000	0%	0%	5%	7%
\$5,000 - 10,000	0 %	6%	8 %	10 %
\$10,000 - 15,000	0 %	7 %	9 %	11 %
\$15,000 - 25,000	0%	8%	10%	12%
\$25,000 - 50,000	0 %	10%	12%	15%
\$50,000 - Plus	0%	12%	15%	18%

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)

6.19 Integrity (Cont'd)

Rates (Cont'd)

I. HSDS - DS-3 IOC Discounts

Integrity Option A	MTM	1 Year	2 Year	3 Year
\$0 - Plus	0 %	0 %	2 %	6 %

Integrity Option B	MTM	1 Year	2 Year	3 Year
\$0 - 2,500	0 %	0 %	0 %	0 %
\$2,500 - 5,000	0 %	0 %	2 %	6 %
\$5,000 - 10,000	0 %	2 %	7 %	11 %
\$10,000 - 25,000	0 %	13 %	14 %	15 %
\$25,000 - 50,000	0 %	15 %	16 %	17 %
\$50,000 - Plus	0 %	17 %	18 %	19 %

Integrity Option C Monthly Volume Discount Level	1 YEAR	2 YEAR	3 YEAR
\$0 - \$9,999.99	0 %	0 %	0 %
\$10,000.00 - \$14,999.99	10 %	11 %	12 %
\$15,000.00 - \$19,999.99	11 %	12 %	13 %
\$20,000.00 - \$29,999.99	15 %	17 %	19 %
\$30,000.00 - \$39,999.99	16 %	18 %	20 %
\$40,000.00 - \$49,999.99	17 %	19 %	21 %
\$50,000.00 - \$74,999.99	18 %	20 %	22 %
\$75,000.00 - \$99,999.99	19 %	21 %	23 %
\$100,000.00 - \$149,999.99	20 %	22 %	24 %
\$150,000.00 - PLUS	21 %	23 %	25 %

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.20 Personal Perks Calling Plan

A. Per Minute Rates:

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.270	\$0.2370	0.230

B. Personal Perks Calling Card:

1. Surcharge per call: \$0.55

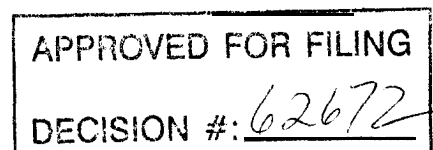
2. Per minute rate,

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.250	\$0.250	\$0.250

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)

6.21 TA Home 800

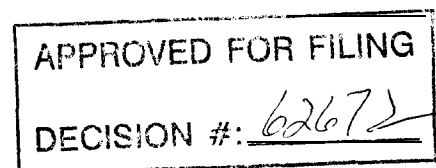
Per Minute Rates:

All rate periods: \$0.10

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd).6.22 WorldCard Plus Calling CardA. Per Minute Rates:*

All Time Periods: \$0.40 (I)

B. Service Charge:*

Per Call: \$0.99

Operator Surcharge, Per Call* \$2.25

This new service charge increase will become effective on May 15, 1996.

3. Payphone Use Charge: \$0.25

- An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, 10432), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.23 Simply BusinessPer Minute RatesMonthly Recurring ChargesA. Outbound and Inbound Usage RatesOptions A, B, and C

<u>Monthly</u>	<u>12 Month</u>	<u>24 Month</u>
\$0.155	\$0.150	\$0.145

Option D

<u>Monthly</u>	<u>Term</u>
InterLATA \$0.144	\$0.130
IntraLATA \$0.144	\$0.130

Q.biz

<u>Monthly</u>	<u>12 Month</u>
All Time Periods \$0.125	\$0.122

B. WorldCard
Options A, B and C

<u>Monthly</u>	<u>12 Month</u>	<u>24 Month</u>
All time periods \$0.2500	\$0.2500	\$0.2500

Surcharge, per call	\$0.35
Operator Surcharge, per call*	\$2.25

Option D and Q.biz

All time periods	\$0.30
Surcharge, per call	\$0.00
Operator Surcharge, per call*	\$2.25

3. Payphone Use Charge \$0.304. Inbound 800 Numbers:Options A, B, and C:

First toll free number	\$0.00
Each add'l toll free number	\$5.00

Options D and Q.biz:

First toll free number	\$0.00
Each add'l toll free number	\$5.00
(Four up to a maximum of seven)	\$5.00

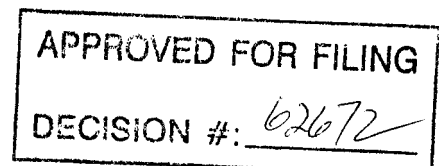
- An "Operator Surcharge" applies when the called: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge. In addition, this surcharge will apply to all month-to-month customers as well as new term customers who subscribe to Simply Business. Customers who are currently on term plans will not incur this surcharge until their contracts renew.

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)****6.24 TA Alternative**

Rates are based on 7 days' 24 hours a day.

Inbound\Outbound (Contiguous 48 states)

Flat rate: \$0.185

There is a \$20 monthly minimum required.

WorldCard- TA AlternativePer Minute
All Times
\$0.25Surcharge
Per Call
\$0.35Operator Surcharge
Per Call*
\$2.25**Enhanced 8001888 Features**

The first 800 number is free, each additional 800 number is \$5.00 per month, per number with a maximum of three (3) toll free numbers per account. In addition, the monthly recurring and non-recurring charges for Enhanced 8001888 Features may be found in Section 4.3.

Monthly Recurring Charge (MRC)

The first 800 number is free, each additional 800 number is one dollar per month, per number.

Payphone Use Charge

\$0.30

* An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and requests the TA operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)

6.25 Simple, Fair & Inexpensive (SFI)

a) All Intrastate Calls

<u>6 a.m. - 6 p.m.*</u>	<u>All other times</u>
\$0.25	\$0.15

*Monday through Friday Only.

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SECTION 6 . SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)

6.26 Multi-Level Marketing (MLM)

a) All intrastate calls

Month-to-Month

Per Minute of Use

All Times: \$0.2230

T e r m

Per Minute of Use

All Times: \$0.1720

NOTE 1: The above rates includes Hawaii, Alaska, Puerto Rico and the U.S. Virgin Islands

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.27 Simply Guaranteed

A. Rates

Option 1

	<u>Switched</u>		<u>Dedicated</u>	
	MTM	Term	MTM	Term
InterLATA	\$0.153(I)	\$0.138	\$0.102(I)	\$0.089
IntraLATA	\$0.153(I)	\$0.138	\$0.102(I)	\$0.089

Option 2

Monthly Subscription Fee: \$20.00

	<u>Switched</u>		<u>Dedicated</u>	
	MTM	Term	MTM	Term
InterLATA	\$0.153(I)	\$0.138	\$0.102(I)	\$0.089
IntraLATA	\$0.138(I)	\$0.125	\$0.098(I)	\$0.089

*Term (1 or 2 year contracts)

B. Simply Guaranteed Domestic WorldCardFlat Rate:
Operator Surcharge, per call*All Time Periods
\$0.250
\$2.25C. Data Services - Simply Guaranteed Inter-Office Channel (IOC) Rates

	Fixed	Per Mile	COC	COC NRC	Bridgin
Basic Digital Service	\$ 225.00	\$ 0.29	\$ 50.00	\$220.00(C)	\$ 17.00
Extended Digital Service 128	\$ 450.00	\$ 0.58	\$ 150.00	\$ 500.00	
Extended Digital Service 192	\$ 675.00	\$ 0.87	\$ 150.00	\$ 500.00	
Extended Digital Service 256	\$ 900.00	\$ 1.16	\$ 150.00	\$ 500.00	
Extended Digital Service 320	\$ 1,125.00	\$ 1.45	\$ 150.00	\$ 500.00	
Extended Digital Service 384	\$ 1,350.00	\$ 1.74	\$ 150.00	\$ 500.00	
Extended Digital Service 448	\$ 1,575.00	\$ 2.03	\$ 150.00	\$ 500.00	
Extended Digital Service 512	\$ 1,800.00	\$ 2.32	\$ 150.00	\$ 500.00	
Extended Digital Service	\$ 1,900.00	\$ 2.30	\$ 150.00	\$ 500.00	
Terrestrial Digital Service	\$ 1,900.00	\$ 2.30	\$ 150.00	\$ 500.00	
High-speed Digital Service	\$ 16,000.00	\$ 42.00	\$ 500.00	\$ 2,700.00	

* An "Operator Surcharge" applies when the called: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge. In addition, this surcharge **will** apply to **all** month-to-month customers as well as new term customers who subscribe to Simply Guaranteed. Customers who are currently on term plans will not incur this surcharge until their contracts renew.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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DECISION #: 62672

ORIGINAL**SECTION 6 . SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)****6.28 Simply Guaranteed • FramePlus**

Rates:

D. Monthly Recurring Charges

The first twenty (20) 800 number (Dedicated and/or Switched), or a portion thereof are \$0.00 cost. However, each additional twenty (20) or portion thereof is \$20.00. For example, if a customer has eighty (80) switched 800 numbers and forty (40) dedicated 800 numbers, the customer will be charged \$100.00 per month.

E. Non-Recurring Charge

Broadcast Fax Account setup charge: \$50.00

Monthly Recurring Charges

	Port	Connection	Fixed	RatePer DS0Change	Install
Intrastate		\$ 100	\$55	\$250	N/A
Authority NMS (per network)		\$1,000	N/A	\$500	\$2,000
ARC		\$ 250	N/A	\$250	\$ 250
Permanent Virtual Circuits		CIR per 8K		BIR per 8K	
		<u>simplex</u>		<u>simplex</u>	
Intrastate		\$17.00		\$3.00	

Monthly Discounts (Applies to total fixed, DSO, CIR, and BIR)

Volume Level	1 Year	2 Year
\$200	2 %	3 %
\$750	3%	4%
\$2,500	4%	5%
\$4,000	6%	8%
\$7,000	7%	9%
\$12,000	8%	10%
\$20,000	10%	12%

Enhanced 800/888 Features: The monthly recurring and non-recurring charges for Enhanced 800/888 Features may be found in Section 4.3.

Payphone Use Charge

\$0.30

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.29 Military Talk

A.	Payphone Surcharge	Rate	
		so.30	
B.	Calls made from within and outside specified NPA:		
		<u>Day</u>	<u>Evening</u>
		\$0.15	\$0.15
			<u>Night/Weekend</u>

\$0.15

6.30 Earthtalk

A.	Payphone Surcharge	Rate	
		<u>\$0.30</u>	
B.	Calls made from within and outside specified NPA:		
		<u>Day</u>	<u>Evening</u>
		\$0.15	\$0.15
			<u>Night/Weekend</u>

\$0.15

6.31 Directory Assistance Service (DA)

Per call rate: \$0.85

Residential Directory Assistance Service (DA)

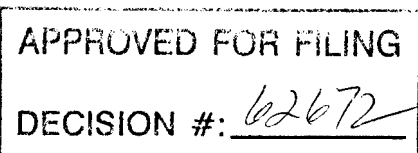
Per call rate: \$1.40

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.32 TA International Prepaid Debit Card

6.32.1 Rates: The following is based on the units of each debit card. (1-unit = 1-minute). TA International Debit Card rate is \$0.30 per unit. There is a minimum of 10 units per card per order.

Recharge Rate: The following is the rate for adding additional units to a debit card by charging the cost to various credit cards.

Rate: \$0.40 (per unit)

Minimum Re-charge rate: $\$0.40 \times 30 \text{ units (minutes)} = \12.00

There is a minimum re-charge requirement of 30 minutes (units) on each debit card. The maximum number of units that can be re-charged is 120 minutes.

Expiration: A card is active for one (1) year after a customer re-charges a minimum of 30 units (minutes). Once a card has expired it can not be re-activated. Every time the card is re-charged the clock is reset for another year, however, the card will expire if it is not recharged again during that one year period regardless of the remaining minutes on debit card.

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.33 World Talk Switched

	Rate	
A. Payphone Surcharge	\$0.30	
B. Reconnect Fee	\$5.00	
C. Calls made from within and outside school's NPA:		
<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.15	\$0.15	\$0.15

6.34 World Talk Dedicated ServicePer Minute Rates

INTRASTATE

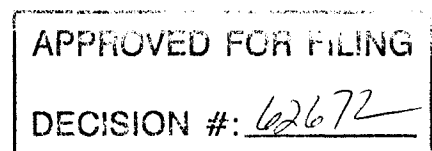
	DAY		EVENING		NIGHT/WEEKEND	
RATE MILEAGE	1ST MIN	ADD'L MIN	1 ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN
0 -10	0.2400	0.1100	0.1560	0.0715	0.1200	0.0550
11 -22	0.3400	0.1600	0.2210	0.1040	0.1700	0.0800
23 -55	0.3500	0.2000	0.2435	0.1365	0.1950	0.1050
56 -124	0.4100	0.2500	0.2805	0.1655	0.2300	0.1350
125-292	0.4200	0.2700	0.2950	0.1850	0.2301	0.1500
293+	0.4300	0.3000	0.3 180	0.1980	0.2600	0.1600

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.35 Switch 56Kbps Sen-ice

A.	Rates	<u>All Time Periods</u>
	Band 0	\$0.1050
	Band 1	0.1100
	Band 2	0.1300
	Band 3	0.1425
	Band 4	0.1550
	-Band 5	0.1600
	Band 6	0.1650

B. Volume Discounts

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for **FramePlus**.

6.36 Option T6.36.1 Rates

a.	Intrastate:	<u>All Times</u>
		\$0.15

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.37 Q.guaranteed

A. Rates

1. SwitchedGroup 1 • Commitment Levels of \$100,250, \$500. and \$1,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.123	\$0.115	\$0.113	\$0.110

Group 2 • Commitment Levels of \$2,000, \$4,000, \$7,000; and \$12,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.123	\$0.112	\$0.110	\$0.107

Group 3 • Commitment Levels of \$20,000, \$35,000, \$50,000; and \$100,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.123	\$0.109	\$0.107	\$0.105

2. DedicatedGroup 1 • Commitment Levels of \$100,250, \$500. and \$1,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.078	\$0.074	\$0.073	\$0.072

Group 2 • Commitment Levels of \$2,000, \$4,000, \$7,000; and \$12,000

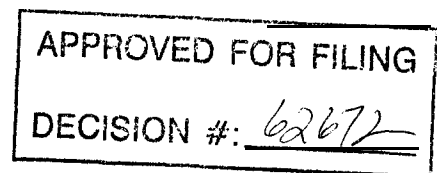
<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.078	\$0.072	\$0.07 1	\$0.070

Group 3 • Commitment Levels of \$20,000, \$35,000, \$50,000; and \$100,000

<u>MTM</u>	<u>1 Year</u>	<u>Y e a r</u>	<u>3 Year</u>
\$0.078	\$0.070	\$0.069	\$0.068

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.37 Q.guaranteed (Cont'd)B. Q.guaranteed - WorldCard Surcharge

Per Call Surcharge	\$0.65
Operator Surcharge, per call*	\$2.25

C. Q.guaranteed - COMPANY Data Services

	Fixed	Per Mile	COC MRC Per End	COC NRC Per End	Bridging
Basic Digital Service	\$ 207.00	\$ 0.29	\$ 50.00	\$ 220.00	\$ 1177.00
Extended Digital Service 128	\$ 414.00	\$ 0.58	\$ 150.00	\$ 500.00	
Extended Digital Service 192	\$ 621.00	\$ 0.87	\$ 150.00	\$ 500.00	
Extended Digital Service 256	\$ 828.00	\$ 1.16	\$ 150.00	\$ 500.00	
Extended Digital Service 320	\$ 1,035.00	\$ 1.45	\$ 150.00	\$ 500.00	
Extended Digital Service 384	\$ 1,242.00	\$ 1.74	\$ 150.00	\$ 500.00	
Extended Digital Service 448	\$ 1,449.00	\$ 2.03	\$ 150.00	\$ 500.00	
Extended Digital Service 512+	\$ 1,550.00	\$ 2.30	\$ 150.00	\$ 500.00	
Terrestrial Digital Service	\$ 1,550.00	\$ 2.30	\$ 150.00	\$ 500.00	
High-speed Digital Service	\$ 16,000.00	\$ 42.00	\$ 500.00	\$ 2,700.00	

* An "Operator Surcharge" applies when the called: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge. In addition, this surcharge will apply to all month-to-month customers as well as new term customers who subscribe to **Q.guaranteed**. Customers who are currently on term plans will not incur this surcharge until their contracts renew.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)

6.37 Q.guaranteed (Cont'd)

D. Q.guaranteed - FramePlus

Port Increment in Kbps	Monthly Install Charge	Change Charge	Charge
64	\$ 190	\$150	\$150
128	\$ 3.55	\$250	\$250
192	\$ 395	\$250	\$250
256	\$ 420	\$250	\$250
320	\$ 580	\$250	\$250
384	\$ 625	\$250	\$250
448	\$ 720	\$250	\$250
512	\$ 790	\$250	\$250
576	\$ 890	\$250	\$250
640	\$ 940	\$250	\$250
704	\$ 970	\$250	\$250
768	\$ 990	\$250	\$250
832	\$1,110	\$250	\$250
896	\$1,180	\$250	\$250
960	\$1,220	\$250	\$250
1020	\$1,265	\$250	\$250
1088	\$1,330	\$250	\$250
1152	\$1,370	\$250	\$250
1216	\$1,410	\$250	\$250
1280	\$1,450	\$250	\$250
1344	\$1,500	\$250	\$250
1408	\$1,530	\$250	\$250
1472	\$1,560	\$250	\$250
1536	\$1,595	\$250	\$250
	<u>CIR per 8K</u>	Install	
	<u>Simplex Fees</u>	Fees	
Permanent Virtual Circuits	\$6	\$25	
	<u>Monthly</u>	Install	Change
	<u>Recurring</u>	Fees	Fees
Automatic Reconfiguration*	\$ 250	\$ 250	\$250
Authority	\$1,000	\$2,000	\$500

* Per disaster recovery site.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.37 Q.guaranteed (Cont'd)E. Q.guaranteed - Audio Teleconferencing1. Month-to-Month Rates:

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.250	\$0.190
800 Meet Me	\$0.400	\$0.280
Operator Assisted	\$0.400	N/A

2. 1, 2, and 3 Year Term Rates:

a. Group 1 - Commitment Levels of \$100, \$250, \$500, and \$1,000

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.238	\$0.181
800 Meet Me	\$0.380	\$0.266
Operator Assisted	\$0.380	N/A

b. Group 2 - Commitment Levels of \$2,000, \$4,000, \$7,000, and \$12,000

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.213	\$0.162
800 Meet Me	\$0.340	\$0.238
Operator Assisted	\$0.340	N/A

c. Group 3 - Commitment Levels of \$20,000, \$35,000, \$50,000, \$75,000 and \$100,000

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.200	\$0.152
800 Meet Me	\$0.320	\$0.224
Operator Assisted	\$0.320	N/A

ISSUED: June 30, 2000
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EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.37 Q.guaranteed (Cont'd)F. Q.guaranteed - Broadcast Fax

1.	<u>Month-to-Month Rate</u>	\$0.250
2.	<u>1, 2, and 3 Year Term Rate</u>	
a.	Group 1 (\$100,250, 500, and \$1,000)	\$0.238
b.	Group 2 (\$2,000, \$4,000, \$7,000 and \$12,000)	\$0.213
c.	Group 3 (\$20,000, \$35,000, \$50,000 \$75,000, and \$100,000)	\$0.200

G. Discounts - This discounts will be applied to Q.guaranteed ■ COMPANY Data Services and Q.guaranteed -
FramePlus only:

<u>Volume Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$ 100	10%	12%	14%
\$ 250	11%	13%	15%
\$ 500	12%	14%	16%
\$ 1,000	13%	15%	17%
\$ 2,000	14%	16%	18%
\$ 4,000	16%	18%	20%
\$ 7,000	17%	19%	21%
\$ 12,000	18%	20%	22%
\$ 20,000	20%	22%	24%
\$ 35,000	21%	23%	25%
\$ 50,000	22%	24%	26%
\$ 75,000	23%	25%	27%
\$100,000	24%	26%	28%

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 6 . SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.37 Q guaranteed (Cont'd)H: ~~Q guaranteed - Enhanced Toll Free Features~~

1. Basic Features • Standard: Available to month-to-month and term customers:

<u>Feature</u>	<u>Monthly Charge</u>	<u>Non-Recurring and Change Charge</u>
Extended Call Coverage	\$ 0.00	\$ 0.00
International Toll Free Service	\$ 0.00	\$ 0.00
Two-way DALs	\$ 0.00	\$ 0.00
Industry Toll Free Directory Assistance (per 800 number)	\$25.00	\$ 25.00
Industry Toll Free Directory Assistance Expedite (per toll free number)	\$ 0.00	\$35.00
Project Accounting Codes (per blocks of 100/ both verified and non-verified, switched and dedicated)	\$15.00	\$ 15.00
Tailored Call Coverage (per 800 number)	\$ 0.00	\$ 50.00
Day of Year (Holiday) Routing (per 800 number)	\$ 0.00	\$ 50.00
Time of Day Routing (per 800 number)	\$50.00	\$ 50.00
Day of Week Routing (per 800 number)	\$50.00	\$ 50.00
Percent Allocation Routing (per 800 number)	\$50.00	\$ 50.00
Alternate Call Routing (per 800 number)	\$50.00	\$ 50.00
Geo Routing (per 800 number) (\$0.0005 per MOU)	\$50.00	\$ 50.00
Direct Termination Overflow (per trunk group)	\$50.00	\$ 50.00
Real Time AN1 (per trunk group)	\$ 0.00	\$350.00
DNIS (per trunk group)	\$ 0.00	\$350.00
Menu Routing • Per Call Surcharge \$0.05		
Quota Call Allocation	\$50.00	\$50.00

2. Toll Free Feature Package 'A' • Available to term customers only:

- a. Package includes the following features:

Time of Day Routing
Day of Week Routing
Day of Year (Holiday) Routing
Percentage Allocation Routing
Industry Toll Free Directory Assistance

- b. Package Rates (for all features listed in Package 'A'):

Monthly Charge	\$100.00
Non-Recurring Charge	\$140.00

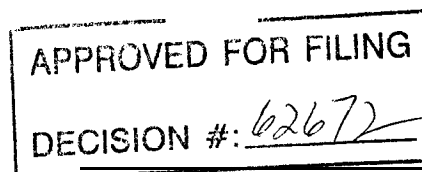
3. The first toll free number is free, each additional toll free number is \$5.00 per month, per toll free number.

ISSUED: June 30, 2000

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**

6.37 Q.guaranteed (Cont'd)

1. ATA Program - Rates1. Switched - Outbound and Inbound Per Minute Rates

Group 1 - Commitment levels of \$100, \$500, and \$1,000

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.114	\$0.112	\$0.109

Group 2 - Commitment levels of \$2,000, \$4,000, \$7,000, and \$12,000

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.111	\$0.109	\$0.106

Group 3 - Commitment levels of \$20,000, \$35,000, \$50,000'

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.108	\$0.106	\$0.105

2. Dedicated - Outbound and Inbound Per Minute Rates

Group 1 - Commitment levels of \$1,000 and \$1,500

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.077	\$0.075	\$0.074

Group 2 - Commitment levels of \$2,000, \$4,000, \$7,000, and \$12,000

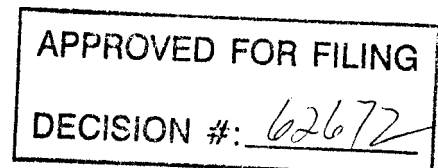
<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.073	\$0.072	\$0.070

Group 3 - Commitment levels of \$20,000, \$35,000, \$50,000'

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.07 1	\$0.070	\$0.068

ISSUED: June 30, 2000
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EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.37 Q.guaranteed (Cont'd)**I. ATA Program - Rates** (Cont'd)3. Q.guaranteed - WorldCard

Per Minute Rate \$0.17

4. -Discounts - This discounts will be applied to Q.guaranteed - COMPANY Data Services and Q.guaranteed - FramePlus only:

<u>Volume Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$ o-\$ 99	0%	0%	0%
\$ 100 - \$ 499	10%	12%	14%
\$ 500 - \$ 999	11%	13%	15%
\$ 1,000 - \$ 1,499	12%	14%	16%
\$ 1,500 - \$ 1,999	13%	15%	17%
\$ 2,000 - \$ 3,999	14%	16%	18%
\$ 4,000 - \$ 6,999	16%	18%	20%
\$ 7,000 - \$11,999	17%	19%	21%
\$12,000 - \$19,999	18%	20%	22%
\$20,000 - \$34,999	20%	22%	24%
\$35,000 - \$49,999	21%	23%	25%
\$50,000+	22%	24%	26%

Payphone Use Charge \$0.30

ISSUED: June 30, 2000

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DECISION #: 62672

ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.38 TA PreferenceA. Per Minute Rates:

<u>Term Commitment</u>	<u>All Time Periods</u>
One Year	\$0.125
Two Year	\$0.123
Three Year	\$0.120

B. Monthly Recurring Charge:

Per Service Location	\$4.95
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C. TA Preference - WorldCard Plus Calling Card:

All Time Periods	\$0.30
Surcharge	\$0.00
Operator Surcharge, per call*	\$2.25

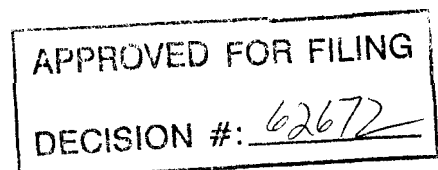
1. Payphone Use Charge: \$0.30

* An "Operator Surcharge" applies **when the caller:** (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in of the existing per call surcharge.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL**SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)****6.38 TA Preference (Cont'd)****D. Enhanced Toll Free Features:**

<u>Feature</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
Industry Toll Free Directory Assistance (per toll free number)	\$25.00	\$25.00	\$25.00
Industry Toll Free Directory Assistance Expedite (per toll free number)	\$ 0.00	\$35.00	\$ 0.00
Outbound Project Accounting Codes • Verified	\$ 0.00	\$10.00	\$10.00
Outbound Project Accounting Codes • Non-Verified	\$ 0.00	\$ 5.00	\$ 5.00
Inbound Project Accounting Codes • Verified (per block of 100 numbers)	\$50.00	\$75.00	\$75.00
Inbound Project Accounting Codes • Non-Verified (per toll free number)	\$50.00	\$25.00	\$25.00
Alpha (Name) Project Accounting Codes (per toll free number)	\$50.00	\$35.00	\$35.00
Tailored Call Coverage (per toll free number)	\$ 0.00	\$25.00	\$25.00
Day of Year (Holiday) Routing (per toll free number)	\$75.00	\$50.00	\$ 0.00
Time of Day Routing (per toll free number)	\$75.00	\$50.00	\$ 0.00
Day of Week Routing (per toll free number)	\$75.00	\$50.00	\$ 0.00
Percent Allocation Routing (per toll free number)	\$75.00	\$50.00	\$ 0.00
Geo Routing (per toll free number)	\$75.00	\$50.00	\$ 0.00
Menu Routing (per toll free number)	\$ 0.00	\$50.00	\$25.00
Menu Routing (per call surcharge)	\$ 0.05/call		
TA Logic (Floppy Disk)	\$50.00	\$50.00	\$35.00
TA Logic (CD-ROM)	\$55.00	\$55.00	\$35.00
Account Codes Setup/Change	N/A	\$75.00	N/A

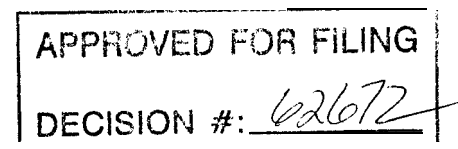
The first two (2) toll free numbers will **incur** a **\$4.95** per number monthly charge. The third toll free number will be free. Each additional toll **free** number; four (4) up to a maximum of seven (7), will also incur a \$4.95 per number monthly charge.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 6 - SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**6.39 TA Difference**a. Per Minute Rates:

	Peak	Off-Peak
Difference #1	\$0.15	\$0.15
Difference #2	\$0.15	\$0.15
Difference #3	\$0.15	\$0.15
Difference #4	\$0.15	\$0.15
Difference #5	\$0.15	\$0.15
Difference #6	\$0.15	\$0.15
Difference #7, InterLATA	\$0.12	\$0.12
Difference #7, IntraLATA	\$0.09	\$0.09

b. Rate Periods

Peak	7am - 7pm, Monday thru Friday
Off-Peak	All other times.

c. Monthly Fee:

Difference #1	\$3.00
Difference #2	\$4.95
Difference #5	\$8.95
Difference #6	\$14.95
Difference #7, InterLATA	\$7.95

d. TA Difference Calling Card:

All Time Periods	\$0.40
Surcharge	\$0.99
Operator Surcharge, per call*	\$2.25

e. TA Home 800:

All Time Periods	\$0.10
------------------	---------------

2. Payphone Use Charge: \$0.253. Communications Calling Card**

All Time Periods	\$0.10
Surcharge	\$0.00
Operator Surcharge, per call*	\$2.25

* An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and request the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

** Available with the On-Line Offer only and limited to four (4) cards maximum.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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SECTION 6 • SWITCHED AND DEDICATED SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)6.40 800 Calling Card ServicePer Minute Rates:

Mileage	Day	Evening	Night/Wknd
Bands	<u>1st Min</u> <u>Add'l Min</u>	<u>1st Min</u> <u>Add'l Min</u>	<u>1st Min</u> <u>Add'l Min</u>
0 - 9999	\$0.45 \$0.45	\$0.45 \$0.45	\$0.45 \$0.45

Operator Service Surcharges:

0+ Calling Card	\$0.95
0+ Calling Card (Op)	\$1.25
0 - Calling Card (Op)	\$1.25
0+ Credit Card	\$1.75
0+ Credit Card (Op)	\$3.45
0 - Credit Card (Op)	\$3.45
Automatic Collect	\$4.95
0+ Collect	\$4.95
0 - Collect	\$4.95
0+ Bill to Third Party	\$5.50
0 - Bill to Third Party	\$5.50
0+ Person to Person	\$9.95
0 - Person to Person	\$9.95
Payphone Surcharge	\$0.30
Directory Assistance, per call	\$0.85
Directory Assistance Call Completion, per call	\$1.00

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERSWorldCard Calling Card

- | | | | | |
|----|--|---------------|----------------------------|---|
| a. | There is a charge per minute of use for the WorldCard Calling Card: | Day
\$.50 | <u>Evening</u>
\$0.3600 | <u>Night/Weekend</u>
\$0.3600 \$0.3600 |
| b. | There is a surcharge, per call when utilizing the WorldCard Calling Card in addition to the charge in (a) above: | \$0.7000/call | | |

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 7. SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCL CUSTOMERS (Cont'd)Project Accounting Codes (PAC) • Optional

<u>A. Monthly Recurring Charges</u>	<u>Maximum</u>
1. Standard PAC, per location	\$10.00
2. Validated PAC, per location	\$15.00
<u>B. Nonrecurring Charges (Validated PAC only)</u>	
1. Installation	\$30.00
2. Change charge	\$30.00
<u>C. PAC with Number, Name, or Both (NRCs)</u>	
1. Installation	\$50.00
2. Change charge (per 50)	\$20.00

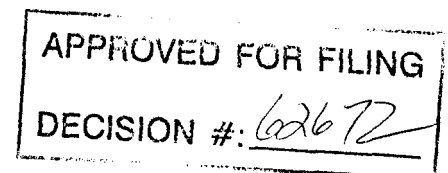
For example: If a customer requests Name with Validated PAC their total non-recurring charge will be \$80.00. However, if a customer requests Name with Non-Validated PAC their total NRC will be \$50.00.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCL CUSTOMERS (Cont'd)Enhanced Toll Free Service • (Optional)*

<u>A. Monthly Recurring Charges</u>	<u>Maximum</u>
1. Tailored Call Coverage	\$0.00
2. All other Features	\$150.00**
3. Real Time ANI	\$700.00 per trunk group
4. Account Codes	
A. Verified	\$100 per block of 100
B. Non-Verified	\$100 per 800 number
5. Geographical Routing:	\$.0010 per mou
6. Dial Number Identification Service (DNIS)	\$0.00
7. 800 Directory Publication	\$30.00

B. Non-Recurring Charges

1. Tailored Call Coverage	\$50.00
1. Per option change to each 800 number	\$50.00
2. All other features	\$100.00***
3. Real Time ANI	\$600.00 per trunk group
4. Account Codes	
1. Installation Charge	\$150.00
2. Change Charge	\$150.00
5. Dial Number Identification Service	\$1 ,000.00
6. 800 Directory Publication	\$30.00

* For description see Section 2 Page 3.

** Per arrangement (each feature chosen).

*** Per order (**One** or multiple features).

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EFFECTIVE: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Audio Teleconferencing

- | | | |
|----|--|--------------------------|
| 1. | <u>Operator Assisted Conferencing Calling ("OACC")</u> | |
| a. | Operator set-up charge,
per participant | <u>Maximum</u>
\$6.00 |
| b. | Bridging Cost*,
per bridged minute | \$0.8800 |
| 2. | <u>800 Meet Me Conferencing</u> | |
| a. | Operator set-up charge,
per participant | \$6.00 |
| b. | Bridging Cost*,
per bridged minute | \$0.8600 |
| 3. | <u>Local Meet Me Conferencing</u> | |
| a. | Operator set-up charge,
per participant | \$6.00 |
| b. | Bridging Cost*,
per bridged minute | \$0.5600 |
| 4. | <u>Volume Discount</u> | |

The Company may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Audio Teleconferencing.

The Bridge Cost includes the per minute rate associated with the long distance call.

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EFFECTIVE: June 30, 2000

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SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Nationwide 800Monthly Recurring ChargesPer Minute of Use

<u>Service Area</u>	<u>Business Day Maximum</u>	<u>Evening Maximum</u>	<u>Night/Weekend Maximum</u>
Band 0	.4400	.3600	.3346

Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Nationwide 800.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: <u>62672</u>

ORIGINAL**SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**National Dedicated 800Monthly Recurring ChargesA) T-1 TerminationPer Minute of Use

Service Area	Business Day <u>Maximum</u>	Evening <u>Maximum</u>	Night/Weekend <u>Maximum</u>
Band 0	.3140	.2600	.2196

	<u>Maximum</u>
1. Central office connection	106.00
2. T-1 Access	NOTE 1

NOTE 1: Access to COMPANY's facilities is the responsibility of the customer. Access may be furnished by COMPANY as specified in LCI's Tariff FCC No. 2. The customer also has the option of providing their own access.

B) VF TerminationPer Minute of Use

Service Area	Business Day <u>Maximum</u>	Evening <u>Maximum</u>	Night/Weekend <u>Maximum</u>
Band 0	.3600	.3094	.2580

	<u>Maximum</u>
1. DAL Access	NOTE 1

NOTE 1: Access to COMPANY's facilities is the responsibility of the customer. Access may be furnished by COMPANY as specified in LCI's Tariff FCC No. 2. The customer also has the option of providing their own access.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 62672

SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)America WATSPer Mmute Rates

<u>Service Area</u>	<u>Day Maximum</u>	<u>Evening Maximum</u>	<u>Night/Weekend Maximum</u>
Month-to-Month	.2520	.2060	.1520
Term*	.2394	.1958	.1444

* Customers who sign an agreement for one (1) year or longer will be billed these rates.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 62672

SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)America PlusPer Minute Rates

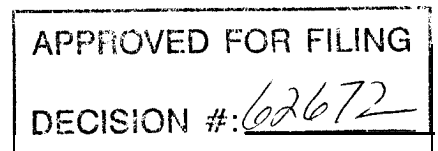
<u>Service Area</u>	<u>Day</u> <u>Maximum</u>	<u>Evening</u> <u>Maximum</u>	<u>Night/Weekend</u> <u>Maximum</u>
Month-to-Month	.4460	.4460	.4460
Term*	.3400	.3400	.3400

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL**SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**All-America Plan ServicePer Minute RatesINTERLATADAY

	<u>First Minute</u>	<u>Additional Minute</u>
	<u>Maximum</u>	<u>Maximum</u>
a. All Mileage	.4460	.4460

EVENING

	<u>First Minute</u>	<u>Additional Minute</u>
	<u>Maximum</u>	<u>Maximum</u>
b. All Mileage	.4460	.4460

NIGHT/WEEKEND

	<u>First Minute</u>	<u>Additional Minute</u>
	<u>Maximum</u>	<u>Maximum</u>
c. All Mileage	.4460	.4460

INTRALATADAY

	<u>Initial Period</u>	<u>Additional Increments</u>
a. All Mileage	\$.4000	\$.4000

EVENING

	<u>Initial Period</u>	<u>Additional Increments</u>
b. All Mileage	\$.2600	\$.2600

NIGHT/WEEKEND

	<u>Initial Period</u>	<u>Additional Increments</u>
c. All Mileage	\$.2200	\$.2200

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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ORIGINAL

SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)

Personal 800 Service

Per Minute Rate

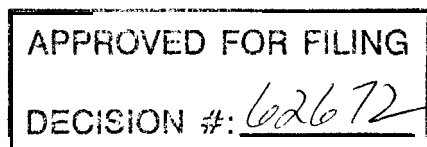
<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
\$0.5400	\$0.4720	\$0.4600

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)TA 800 Service - Select OptionPer Minute Rate1. Switched TA 800

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
.5060	.4634	.4634

2. Dedicated TA 800

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
.2670	.2154	.2154

Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Nationwide 800.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

ORIGINAL**SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**Private Line ServicesA. Termination Charges Maximum

1. Access Line	Note 1
2. Central Office Connection,	\$72.00
a. BDS Circuit	\$90.00
3. Bridging (Analog Data only)	\$34.00

B. Monthly IXC Rates

<u>Fixed</u>	<u>Per Mile</u>
<u>Maximum</u>	<u>Maximum</u>
\$420.00	\$0.56

C. Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Nationwide 800.

D. <u>Nonrecurring Charges</u>	<u>Per Circuit End</u>	<u>Per Order</u>
	<u>Maximum</u>	<u>Maximum</u>
(a) through (h)	\$400.00	\$250.00

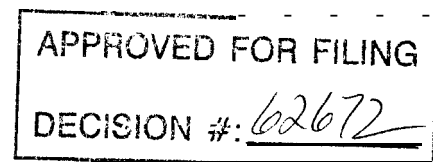
Note 1: See Local Access in Section 2 Page 12.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Terrestrial Digital Service (DS 1.1, 1.544 Mbps)A. Termination Charges Maximum

1. Access Line	Note 1
2. Central Office Connection,	\$240.00
3. Network Terminating Equipment	\$100.00

B. Monthly IXC Rates

Fixed	<u>Per Mile</u>
<u>Maximum</u>	<u>Maximum</u>
\$4,200.00	\$6.20

C. Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Nationwide 800.

D. Nonrecurring Charges for Terrestrial Digital Service, 1.544 Mbps

	<u>Per Circuit End</u>	<u>Per Order</u>
	<u>Maximum</u>	<u>Maximum</u>
a. Installation: TA	\$600.00	\$0.00
Exchange Carrier		
Note 1		0.00
b. Physical Change		
Note 1		100.00
c. Administration Change	0.00	40.00
d. Cancellation of Order	300.00*	0.00
e. Service Conversion	0.00	0.00
f. Expedite	0.00	200.00
g. Billing Record Change	0.00	20.00
h. Vendor Coordination Function	400.00	0.00

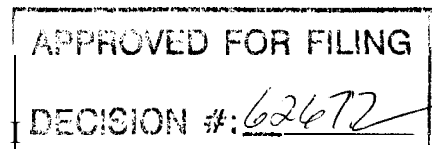
* The \$300.00 cancellation fee occurs only after twenty-one (21) days have passed since the customer signed the agreement.

Note 1: See Local Access in Section 2 Page 13.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)

LightCall Plus

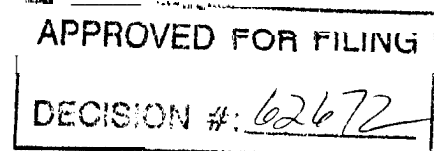
Per Minute Usage Rates

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.54	\$0.30	\$0.24

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)TA 800 - Choice OptionPer Minute Rates;

A. Switched:
 Day* \$0.2880
 Non-Day* * \$0.2832

B. Dedicated (See Note 1)
 Day* \$0.2280
 Non-Day** \$0.2200

C. Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for TA 800 - Choice Option.

* Day: 8:00 AM to 4:59 PM (Monday thru Friday)

** Non-Day: All other times.

NOTE 1: Dedicated usage requires either DAL or T- 1 Access.

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCL CUSTOMERS (Cont'd)Choice Virtual Network Service (CVNS)A. Switched Access:

	<u>Outbound</u>	<u>Inbound</u>
Peak*	\$0.2888	\$0.4200
Non-Peak**	\$0.2832	\$0.4000

B. Dedicated Access:

Peak*	\$0.2280	\$0.1622
Non-Peak**	\$0.2200	\$0.1622

C. Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Choice Virtual Network Service (CVNS).

2. Dedicated COMPANY customers who elect to have COMPANY bill them for their Local Exchange Access Service will be charged a rate either equal to or below the rates set forth by the dominant Local Exchange Carrier's tariff in that geographical area. The customer will continue to be billed the same local loops rates applicable at the time the customer signed their contract for service. However, these rates can be adjusted by COMPANY to reflect any rate changes instituted by the LEC.

3. Dedicated

- A. Description: Basic Digital Service (BSD) - DS-0: Analog Data, Voice Grade (Tie Line, Automatic Ring Down, Off Premise Extension, Foreign Exchange), and Digital Data Service.
Extended Digital Service (EDS) - F-T1
Terrestrial Digital Service (TDS) - DS-1, 1.544
High-Speed Digital Service (HSDS) - DS-3, 45 Mbps

- B. Rates: Cancellation order/per circuit end: \$150.00; Vendor Coordination Function/per circuit end: \$100.00 and expedite charge/per order: \$100.00. The \$150 cancellation fee will only apply twenty-one (21) days after the execution of the contract.

Enhanced 800/888 Features: The monthly recurring and non-recurring charges for Enhanced 800/888 Features may be found in Section 4.3.

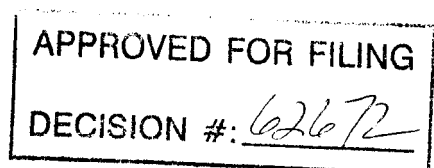
* Peak: 8:00 A.M. - 4:59 P.M. (Monday thru Friday).
 ** Non-Peak: All other times.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Choice Virtual Network Service (CVNS) (Cont'd)c. Dedicated Leased Line

D.

	Fixed	Per Mile	COC MRC	COC NRC	Bridging
Basic Digital Service	\$ 450.00	\$ 0.58	\$ 100.00	\$ 300.00	\$ 34.00
Extended Digital Service 128	\$ 900.00	\$ 1.16	\$ 300.00	\$ 1,000.00	
Extended Digital Service 192	\$ 1,350.00	\$ 1.74	\$ 300.00	\$ 1,000.00	
Extended Digital Service 256	\$ 1,800.00	\$ 2.32	\$ 300.00	\$ 1,000.00	
Extended Digital Service 320	\$ 2,250.00	\$ 2.90	\$ 300.00	\$ 1,000.00	
Extended Digital Service 384	\$ 2,700.00	\$ 3.48	\$ 300.00	\$ 1,000.00	
Extended Digital Service 448	\$ 3,150.00	\$ 4.06	\$ 300.00	\$ 1,000.00	
Extended Digital Service 512	\$ 3,600.00	\$ 4.64	\$ 300.00	\$ 1,000.00	
Extended Digital Service 576+	\$ 3,800.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
Terrestrial Digital Service	\$ 3,800.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
High-speed Digital Service	\$ 32,000.00	\$ 84.00	\$ 1,000.00	\$ 5,400.00	

D. Choice Virtual Network Service (CVNS) • FramePlusRates:Monthly Recurring Charges

	Port Connection	Fixed Rate	Per DSO Change	Install
Continental US	\$200	\$110	\$500	N/A
Authority NMS (per network)	\$2,000	N/A	\$1000	\$4000
ARC	\$500	N/A	\$500	\$500
Permanent Virtual Circuits	CIR per 8K		BIR per 8K	
	<u>simplex</u>		<u>simplex</u>	
Continental US	\$34.00		\$6.00	

E. Volume Discount

The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Choice Virtual Network Service (CVNS).

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING
DECISION #: 62672

ORIGINAL**SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**Campus Talk Dedicated ServicePer Minute Rates**INTRASTATE**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	1ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN
0 - 10	0.4800	0.2200	0.3120	0.1430	0.2400	0.1100
11 - 22	0.6800	0.3200	0.4420	0.2080	0.3400	0.1600
23 - 55	0.7000	0.4000	0.4870	0.2730	0.3900	0.2100
56 - 124	0.8200	0.5000	0.5610	0.3310	0.4600	0.2700
125 - 292	0.8400	0.5400	0.5900	0.3700	0.4602	0.3000
293+	0.8600	0.6000	0.6360	0.3960	0.5200	0.3200

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
 DECISION #: 602672

ORIGINAL

SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**Campus Talk Dedicated Service****Campus Talk Options • Usage Rates****Option X**

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.40
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.24
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.20
All Day • Saturday & Sunday	\$0.20

Option 1

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.44
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.28
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.20
All Day • Saturday & Sunday	\$0.20

Option 2

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.44
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.38
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.26
All Day • Saturday & Sunday	\$0.26

Option 3

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.44
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.44
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.24
All Day • Saturday & Sunday	\$0.24

Option 4

<u>Time Period</u>	<u>Per Minute Rate</u>
8:00 a.m. to 2:59 p.m. Monday • Friday	\$0.44
3:00 p.m. to 8:59 p.m. Monday • Friday	\$0.40
9:00 p.m. to 7:59 a.m. Monday • Friday	\$0.34
All Day • Saturday & Sunday	\$0.34

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

ORIGINAL

SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Campus Talk Dedicated Service (Cont'd)

Campus Talk Options • Usage Rates (Cont'd)

<u>Option 5</u>	Rate
All Time Periods	\$0.20
<u>Option 6</u>	
All Time Periods	\$0.20
<u>Option 7</u>	
All Time Periods	\$0.20
<u>Option 8</u>	
All Time Periods	\$0.20
<u>Option 9</u>	
All Time Periods	\$0.20

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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DECISION #: 62672

ORIGINAL

SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)

Campus Talk Switched

- A. Payphone Surcharge \$1.30
- B. Calls made from within and outside school's NPA:
- | <u>Day</u> | <u>Evening</u> | <u>Night/Weekend</u> |
|------------|----------------|----------------------|
| \$0.4400 | \$0.3600 | \$0.3600 |

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Integrity

Rates:

A. Option A and Option B': All intrastate rates are quoted in full minutes.

1.	<u>Switched</u>	<u>Peak Max.</u>	<u>Off-Peak Max.</u>
a)	Outbound	\$.3420	\$.3240
b)	Inbound	\$.4720	\$.4240
c)	Card	\$.5000	\$.3600
	Surcharge: \$.5000		\$.5000
d)	Directory Assistance		
	Intrastate all calls Max. \$1.30		

2.	<u>W A L</u>	<u>Peak Max.</u>	<u>Off-Peak Max.</u>
a)	Outbound	\$.3220	\$.3040
b)	Inbound	\$.4520	\$.4040
c)	Directory Assistance		
	Intrastate all calls Max. \$1.30		

3.	<u>Dedicated</u>	<u>Peak Max.</u>	<u>Off-Peak Max.</u>
a)	Outbound	\$.2300	\$.1840
b)	Inbound	\$.3180	\$.2700
c)	Directory Assistance		
	Intrastate all calls Max. \$1.30		

4.	<u>Private Line (Monthly IXC Rates)*</u>	Max
a)	DS-0	
	Fixed	\$420.00
	Per Mile	\$.56
b)	DS-1	
	Fixed	\$4200.00
	Per Mile	\$6.20

B. Option C: All intrastate rates are quoted in full minutes.

1.	<u>Switched</u>			
a)	Outbound			
	InterLATA	Peak: \$0.4600	Off-Peak:	\$0.4600
	IntraLATA			
	Option 1:	Peak: \$0.4600	Off-Peak:	\$0.4600
	Option 2: Monthly Subscription Fee: \$20.00			
		Peak: \$0.3 100	Off-Peak:	\$0.3 100
b)	Inbound			
	InterLATA	Peak: \$0.4600	Off-Peak:	\$0.4600
	IntraLATA			
	Option 1:	Peak: \$0.4600	Off-Peak:	\$0.4600
	Option 2: Monthly Subscription Fee: \$20.00			
		Peak: \$0.3 100	Off-Peak:	\$0.3 100
c)	Directory Assistance			

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)(Continued)

Rates

B. Option C: All intrastate rates are quoted in full minutes. (Cont'd)

2. Dedicated

a) Outbound

InterLATA	Peak: \$0.2600	Off-Peak: \$0.2600
IntraLATA		
Option 1:	Peak: \$0.2600	Off-Peak: \$0.2600
Option 2: Monthly Subscription Fee: \$20.00		
	Peak: \$0.2036	Off-Peak: \$0.2036

b) Inbound

InterLATA	Peak: \$0.2600	Off-Peak: \$0.2600
IntraLATA		
Option 1:	Peak: \$0.2600	Off-Peak: \$0.2600
Option 2: Monthly Subscription Fee: \$20.00		
	Peak: \$0.2036	Off-Peak: \$0.2036

c) Directory Assistance

Intrastate • All calls \$1.30 per call.

3. Integrity WorldCard

c) Card	Peak: \$0.460	Off-Peak: \$0.460
	Surcharge per call:	\$1.00
	Operator Surcharge, per call:	\$5.50

4. FramePlus

<u>Port Connection</u>	<u>Fixed Rate Per DSO</u>		<u>Change</u>	<u>Install</u>
Continental US	\$212	\$116	\$500	N/A
Authority NMS (per network)	\$2,000	N/A	\$1000	\$4,000
ARC	\$500	N/A	\$500	\$500

Permanent Virtual Circuits	CIR per 8K	BIR per 8K
	<u>simplex</u>	<u>simplex</u>
Continental US	\$36.00	\$6.00

5. Audio Teleconferencing:

Only Audio Conferencing contributes to these volume levels and only audio conferencing receives these discounts.

Base Rates:	<u>Meet Me</u>	<u>800 Meet Me</u>	<u>Operator Assisted</u>
	\$0.56 \$0.88		\$0.86

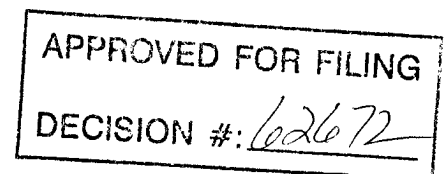
Enhanced 800/888 Features: The monthly recurring and non-recurring charges for Enhanced 800/888 Features may be found in Section 4.3.

ISSUED: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Integrity, t ' d)

Rates (Cont'd)C. Monthly Recurring Charges

Max.

- | | |
|--|----------|
| 1. Standard Service | \$50.00 |
| 2. WATS Access Line (WAL) | \$80.00 |
| 3. Dedicated Local Loops: Tariffed LEC local loop rates will be passed on to the customer. | |
| Port Access Charge; DS- 1 only | \$12.00 |
| (Per active voice channel) | |
| 4. Private Line | |
| a) DS-0 | |
| <u>Analog/Voice Grade</u> | |
| Central Office Coordination | \$72.00 |
| Bridging Charge | \$34.00 |
| Digital Access Cross | |
| Connects Charge | \$30.00 |
| <u>DDS/BDS</u> | |
| Central Office Coordination | \$180.00 |
| Bridging Charge | \$50.00 |
| Digital Access Cross | |
| Connects Charge | \$30.00 |
| b) DS- 1 | |
| Central Office Coordination | \$240.00 |

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Integrity (Cont'd)

Rates (Cont'd)

D. Non-Recurring Charges

1. Dedicated Local Loops (Option A, B & C): Tariffed LEC local loop rates will be passed on to the customer.

2. WATS Access Line (WAL) (Option A & B): Maximum
Installation, per WAL \$300.00

E. Dedicated Leased Line (Option A, B, and C)

	Fixed	Per Mile	COC MRC	COC NRC	Bridging
Basic Digital Service	\$ 450.00	\$ 0.58	\$ 100.00	\$ 300.00	\$ 34.00
Extended Digital Service 128	\$ 900.00	\$ 1.16	\$ 300.00	\$ 1,000.00	
Extended Digital Service 192	\$ 1,350.00	\$ 1.74	\$ 300.00	\$ 1,000.00	
Extended Digital Service 256	\$ 1,800.00	\$ 2.32	\$ 300.00	\$ 1,000.00	
Extended Digital Service 320	\$ 2,250.00	\$ 2.90	\$ 300.00	\$ 1,000.00	
Extended Digital Service 384	\$ 2,700.00	\$ 3.48	\$ 300.00	\$ 1,000.00	
Extended Digital Service 448	\$ 3,150.00	\$ 4.06	\$ 300.00	\$ 1,000.00	
Extended Digital Service 512	\$ 3,600.00	\$ 4.64	\$ 300.00	\$ 1,000.00	
Extended Digital Service 576+	\$ 3,800.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
Terrestrial Digital Service	\$ 3,800.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
High-speed Digital Service	\$ 32,000.00	\$ 84.00	\$ 1,000.00	\$ 5,400.00	

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SECTION 7 - SWITCHED AND DEDICATED SERVICES - MAXIMUM RATES FOR FORMER LCL CUSTOMERS (Cont'd)Integrity (Cont'd)Rates (Cont'd)F. Integrity - FramePlus - Option A & B

Rates:

Monthly Recurring Charges

<u>Port Connection</u>	<u>Fixed Rate</u>	<u>Per DSO</u>	<u>Change</u>	<u>Install</u>
Continental US	\$200	\$110	\$500	N/A
Authority NMS (per network)	\$2,000	N/A	\$1000(N)	\$4000(N)
ARC	\$500	N/A	\$500	\$500
Permanent Virtual Circuits	CIR per 8K <u>simplex</u>			BIR per 8K <u>simplex</u>
Continental US	\$34.00			\$6.00

G. Volume Discount

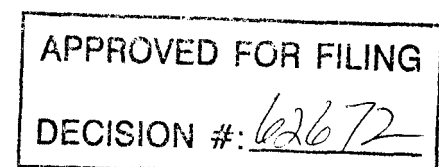
The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for Integrity - Frame Plus.

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ORIGINAL**SECTION 7 - SWITCHED AND DEDICATED SERVICES MINIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)****Personal Perks Calling Plan****A. Per Minute Rates:**

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.540	\$0.474	\$0.460

B. Personal Perks Calling Card:

1. Maximum Surcharge per call: \$1.10

2. Maximum Per minute rate:

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.500	\$0.500	\$0.500

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ORIGINAL

SECTION 7 • SWITCHED AND DEDICATE6 SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)

TA Home 800

Per Minute Rates:

All rate periods: \$0.50

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)WorldCard Plus Calling CardA. Per Minute Rates:

Day:	\$0.50
Evening:	\$0.50
Night/Weekend	\$0.50

B. Service Charge*:

Per Call	\$1.50
Operator Surcharge, per call	\$4.50

C. Payphone Use Charge: \$0.50

- An "Operator Surcharge" applies when the called: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete **the** call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)TA Alternative

Rates are based on 7 days/24 hours a day.

Inbound/Outbound (Contiguous 48 states)

Flat rate: \$0.370

There is a \$20 monthly minimum required.

WorldCard- TA Alternative

<u>Per Minute All Times</u>	<u>Surcharge Per Call</u>	<u>Operator Per Call*</u>	<u>Surcharge</u>
\$0.50	\$0.50	\$2.25	

Enhanced 800/888 Features

The first 800 number is free, each additional 800 number is \$10.00 per month, per number with a maximum of three (3) toll free numbers per account. In addition, the monthly recurring and non-recurring charges for Enhanced 800/888 Features may be found in Section 4.3.

Monthly Recurring Charge (MRC)

The first 800 number is free, each additional 800 number is one dollar per month, per number.

Payphone Use Charge

\$0.60

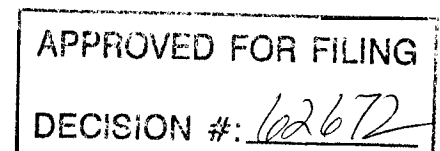
- * An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, 10432), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)

Simple, Fair & Inexpensive (SFI)

A. All intrastate calls

6 a.m. - 6 p.m.*
\$0.50

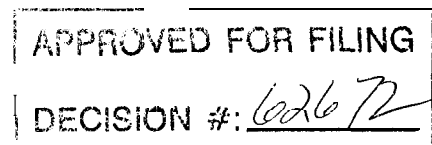
All other times
\$0.30

*Monday through Friday Only.

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Multi-Level Marketing (MLM)

A. All intrastate calls

Month-to-Month

Per Minute of Use

All Times: \$0.4460

Term

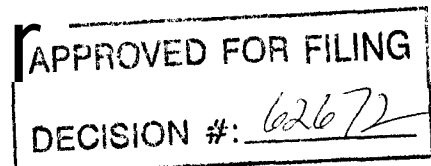
Per Minute of Use

All Times: \$0.3440

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**Simply Guaranteed****A. Rates****Option 1**

	<u>Switched</u>		<u>Dedicated</u>	
	MTM	Term	MTM	Term
InterLATA	\$0.298	\$0.276	\$0.218	\$0.198
IntraLATA	\$0.298	\$0.276	\$0.218	\$0.198
Option 2				
Monthly Subscription Fee:	\$20.00			

	<u>Switched</u>		<u>Dedicated</u>	
	MTM	Term	MTM	Term
InterLATA	\$0.298	\$0.276	\$0.218	\$0.198
IntraLATA	\$0.268	\$0.250	\$0.190	\$0.178

*Term (1 or 2 year contracts)

B. Simply Guaranteed Domestic WorldCard**Fiat Rate:**

Operator Surcharge, per call

All Time Periods

\$0.500

\$4.50

C. Data Services - Simply Guaranteed Inter-Office Channel Rates

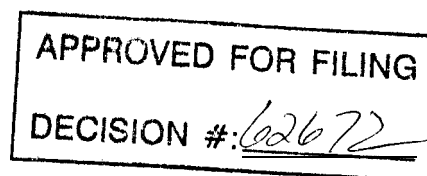
	Fixed	Per Mile	COC MRC	COC NRC	Bridging
Basic Digital Service	\$ 450.00	\$ 0.58	\$ 100.00	\$ 300.00	\$ 34.00
Extended Digital Service 128	\$ 900.00	\$ 1.16	\$ 300.00	\$ 1,000.00	
Extended Digital Service 192	\$ 1,350.00	\$ 1.74	\$ 300.00	\$ 1,000.00	
Extended Digital Service 256	\$ 1,800.00	\$ 2.32	\$ 300.00	\$ 1,000.00	
Extended Digital Service 320	\$ 2,250.00	\$ 2.90	\$ 300.00	\$ 1,000.00	
Extended Digital Service 384	\$ 2,700.00	\$ 3.48	\$ 300.00	\$ 1,000.00	
Extended Digital Service 448	\$ 3,150.00	\$ 4.06	\$ 300.00	\$ 1,000.00	
Extended Digital Service 512	\$ 3,600.00	\$ 4.64	\$ 300.00	\$ 1,000.00	
Extended Digital Service 576+	\$ 3,800.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
Terrestrial Digital Service	\$ 3,800.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
High-speed Digital Service	\$32,000.00	\$ 84.00	\$ 1,000.00	\$ 5,400.00	

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)FramePlusMonthly Recurring Charges

<u>Port Connection</u>	<u>Fixed Rate</u>	<u>Per DSO</u>	<u>C h a n</u>	<u>Instal</u>
Continental US	\$200	\$110	\$500	N/A
Authority NMS-(per network)	\$2,000	N/A	N/A	N/A
ARC	\$500	N/A	\$500	\$500
Permanent Virtual Circuits	<u>CIR per SK</u>			<u>BIR per 8K</u>
	<u>simplex</u>			<u>simplex</u>
Continental US	\$34.00			\$6.00

Enhanced 800/888 Features: The monthly recurring and non-recurring charges for Enhanced 800/888 Features may be found in Section 4.3.

Volume Discount

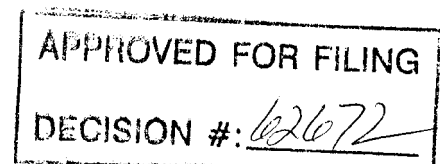
The Company, may from time to time as reflected in the Price List, offer discounts based on the monthly usage charges for **FramePlus**.

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Military Talk

- A. Payphone Surcharge \$1.30
- B. Calls made from
within and outside
specified NPA:
- | | | |
|--------|----------------|---------------|
| Day | <u>Evening</u> | Night/Weekend |
| \$0.44 | \$0.36 | \$0.36 |

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ORIGINAL

SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Earthtalk

A. Payphone Surcharge \$1.30

B. Calls made from
within and outside
specified NPA:Day
\$0.44Evening
\$0.36Night/Weekend
\$0.36

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Directory Assistance Service (DA)

Per call rate: \$1.30

Residential Directory Assistance Service (DA)

Per call rate: **\$1.70**

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)

TA International Prepaid Debit Card

Rates: The following is based on the units of each debit card. (1-unit = 1-minute). TA International Debit Card rate is \$0.60 per unit. There is a minimum of 10 units per card per order.

Recharge Rate: The following is the rate for adding additional units to a debit card by charging the cost to various credit cards.

Rate: \$0.80 (per unit)

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ORIGINAL**SECTION 7 -SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)**World Talk Switched

	Rate		
A.	Payphone Surcharge	\$1.30	
B.	Reconnect Fee	\$10.00	
C.	Calls made from within and outside school's NPA:		
	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
	\$0.44	\$0.36	\$0.36

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)World Talk Dedicated ServicePer Minute Rates

INTRASTATE

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	1ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN	1ST MIN	ADD'L MIN
0 - 10	0.4800	0.2200	0.3120	0.1430	0.2400	0.1100
11 - 22	0.6800	0.3200	0.4420	0.2090	0.3400	0.1600
23 - 55	0.7000	0.4000	0.4870	0.2730	0.3900	0.2100
56 - 124	0.8200	0.5000	0.5610	0.3310	0.4600	0.2700
125 - 292	0.8400	0.5400	0.5900	0.3700	0.4602	0.3000
293+	0.8600	0.6000	0.6260	0.3960	0.5200	0.3200

ISSUED: June 30, 2000

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SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)11.35 Switch 56Kbps Service

A.	<u>Rates</u>	<u>All Time Periods</u>
	Band 0	\$0.2100
	Band 1	\$0.2200
	Band 2	\$0.2600
	Band 3	\$0.2850
	Band 4	\$0.3100
	Band 5	\$0.3200
	Band 6	\$0.3300

B. Volume Discounts

Reserved for Future Use

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**SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI
CUSTOMERS (Cont'd)**

11.36 Option T

11.36.1 Rates

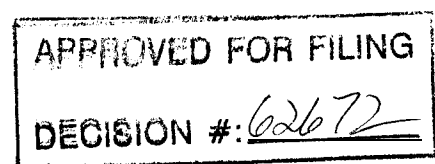
a. Intrastate:

All Times
\$0.30

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)TA PreferenceA. Per Minute Rates:

<u>Term Commitment</u>	<u>All Time Periods</u>
One Year	\$0.250
Two Year	\$0.246
Three Year	\$0.240

B. Monthly Recurring Charge:

Per Service Location	\$9.80
----------------------	--------

C. TA Preference - WorldCard Plus Calling Card:

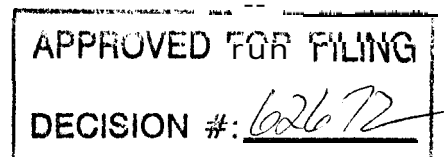
All Time Periods	\$0.60
Surcharge	\$0.00
Operator Surcharge, per call*	\$4.50

* An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and request the COMPANY operator to complete **the** call; or, (2) has the ability to complete **the** dialed digits of **their** call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in of the existing per call surcharge.

ISSUED: June 30, 2000
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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)TA Preference (Cont'd)D. Enhanced Toll Free Features:

<u>Feature</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
Industry Toll Free Directory Assistance (per toll free number)	\$ 30.00	\$ 30.00	\$50.00
Industry Toll Free Directory Assistance Expedite (per toll free number)	\$ 0.00	\$ 50.00	\$ 0.00
Outbound Project Accounting Codes - Verified	\$ 0.00	\$ 20.00	\$20.00
Outbound Project Accounting Codes - Non-Verified	\$ 0.00	\$ 10.00	\$ 10.00
Inbound Project Accounting Codes - Verified (per block of 100 numbers)	\$100.00	\$150.00	\$150.00
Inbound Project Accounting Codes - Non-Verified (per toll free number)	\$100.00	\$ 50.00	\$ 50.00
Alpha (Name) Project Accounting Codes (per toll free number)	\$100.00	\$ 70.00	\$ 70.00
Tailored Call Coverage (per toll free number)	\$ 0.00	\$ 50.00	\$50.00
Day of Year (Holiday) Routing (per toll free number)	\$150.00	\$100.00	\$ 0.00
Time of Day Routing (per toll free number)	\$150.00	\$100.00	\$ 0.00
Day of Week Routing (per toll free number)	\$150.00	\$100.00	\$ 0.00
Percent Allocation Routing (per toll free number)	\$150.00	\$100.00	\$ 0.00
Geo Routing (per toll free number)	\$150.00	\$100.00	\$ 0.00
Menu Routing (per toll free number)	\$ 0.00	\$100.00	\$50.00
Menu Routing (per call surcharge)	\$ 0.05/call		
TA Logic (Floppy Disk)	\$100.00	\$100.00	\$ 70.00
TA Logic (CD-ROM)	\$110.00	\$110.00	\$70.00
Account Codes Setup/Change	N/A	\$150.00	N/A

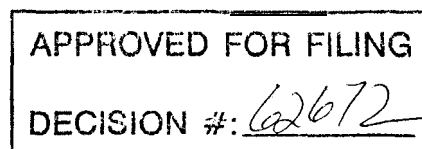
The first two (2) toll free numbers will incur a \$5.00 per number monthly charge. The third toll free number will be free. Each additional toll free number; four (4) up to a maximum of seven (7), will also incur a \$5.00 per number monthly charge.

ISSUED: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCL CUSTOMERS (Cont'd)T.4 Differencea. Per Minute Rates:

	<u>Peak</u>	<u>Off-Peak</u>
Difference # 1	\$0.30	\$0.30
Difference #2	\$0.30	\$0.30
Difference #3	\$0.30	\$0.30
Difference #4	\$0.30	\$0.30
Difference X5	\$0.30	\$0.30
Difference #6	\$0.30	\$0.30
Difference #7 InterLATA	\$0.30	\$0.30
Difference #7 IntraLATA	\$0.30	\$0.30

b. Rate Periods

Peak

7am - 7pm, Monday thru Friday

Off-Peak

All other times.

c. Monthly Fee:

Difference #1	\$6.00
Difference #2	\$9.90
Difference #5	\$18.00
Difference #6	\$29.90
Difference #7	\$18.00

(N)
(N)
(D)d. TA Difference Calling Card:

All Time Periods	\$0.60
Surcharge	\$1.50
Operator Surcharge, per call*	\$5.50

e. TA Home 800:

All Time Periods	\$0.50
------------------	--------

6. Payphone Use Charge: \$0.607. Communications Calling Card**

All Time Periods	\$0.20
Surcharge	\$1.00
Operator Surcharge, per call*	\$5.00

* An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and request the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

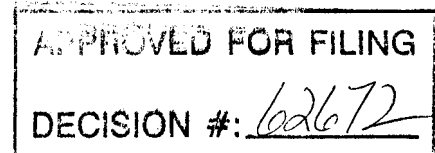
** Available with the On-Line Offer only and limited to four (4) cards maximum.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



ORIGINAL**SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**Q.guaranteed

A. Rates

1. SwitchedGroup 1 • Commitment Levels of \$100,250, \$500, and \$1,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.270	\$0.240	\$0.236	\$0.230

Group 2 • Commitment Levels of \$2,000, \$4,000, \$7,000; and \$12,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.270	\$0.234	\$0.230	\$0.224

Group 3 • Commitment Levels of \$20,000, \$35,000, \$50,000; and \$100,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.270	\$0.228	\$0.224	\$0.220

2. DedicatedGroup 1 • Commitment Levels of \$100,250, \$500, and \$1,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.170	\$0.162	\$0.158	\$0.156

Group 2 • Commitment Levels of \$2,000, \$4,000, \$7,000; and \$12,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.170	\$0.154	\$0.152	\$0.148

Group 3 • Commitment Levels of \$20,000, \$35,000, \$50,000; and \$100,000

<u>MTM</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0.170	\$0.150	\$0.148	\$0.144

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

ORIGINAL**SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)****Q.guaranteed (Cont'd)****B. Q.guaranteed - WorldCard Surcharge**

Per Call Surcharge	\$0.13
Operator Surcharge, per call*	\$4.50

C. Q.guaranteed - COMPANY Data Services

	Fixed	Per Mile	COC MRC Per End	COC NRC Per End	Bridging
Basic Digital Service	\$ 414.00	\$ 0.58	\$ 100.00	\$ 440.00	\$ 34.00
Extended Digital Service 128	\$ 828.00	\$ 1.16	\$ 300.00	\$ 1,000.00	
Extended Digital Service 192	\$ 1,242.00	\$ 1.74	\$ 300.00	\$ 1,000.00	
Extended Digital Service 256	\$ 1,656.00	\$ 2.32	\$ 300.00	\$ 1,000.00	
Extended Digital Service 320	\$ 2,070.00	\$ 2.90	\$ 300.00	\$ 1,000.00	
Extended Digital Service 384	\$ 2,484.00	\$ 3.48	\$ 300.00	\$ 1,000.00	
Extended Digital Service 448	\$ 2,898.00	\$ 4.06	\$ 300.00	\$ 1,000.00	
Extended Digital Service 512+	\$ 3,100.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
Terrestrial Digital Service	\$ 3,100.00	\$ 4.60	\$ 300.00	\$ 1,000.00	
High-speed Digital Service	\$ 32,000.00	\$ 8.40	\$ 1,000.00	\$ 5,400.00	

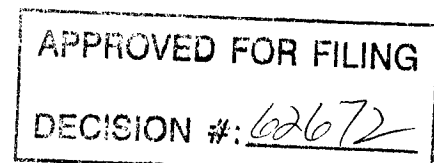
An "Operator Surcharge" applies when the called: (1) enters nothing, defaults to an operator and requests the COMPANY operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, **10432**), and requests the COMPANY operator to complete the call. This surcharge will be in lieu of the existing per call surcharge. In addition, this surcharge will apply to all month-to-month customers as well as new term customers who subscribe to **Q.guaranteed**. Customers who are currently on term plans will not incur this surcharge until their contracts renew.

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Q.guaranteed (Cont'd)

D. Q.guaranteed - FramePlus

Port Increment in Kbps	Monthly <u>Charge</u>	Install <u>Charge</u>	Change <u>Charge</u>
64	\$ 3 8 0	\$300	\$300
128	\$ 7 1 0	\$500	\$500
192	\$ 7 9 0	\$500	\$500
256	\$ 8 4 0	\$500	\$500
320	\$ 1160	\$500	\$500
384	\$ 250	\$500	\$500
448	\$ 440	\$500	\$500
512	\$ 580	\$500	\$500
576	\$ 780	\$500	\$500
640	\$1 880	\$500	\$500
704	\$ 940	\$500	\$500
768	\$1980	\$500	\$500
832	\$2220	\$500	\$500
896	\$2360	\$500	\$500
960	\$2440	\$500	\$500
1020	\$2530	\$500	\$500
1088	\$2660	\$500	\$500
1152	\$2740	\$500	\$500
1216	\$2820	\$500	\$500
1280	\$2900	\$500	\$500
1344	\$3000	\$500	\$500
1408	\$ 3060	\$500	\$500
1472	\$3060	\$500	\$500
1536	\$3190	\$500	\$500

				CIR per 8K	
				<u>Simplex Fees</u>	Install
Permanent	Virtual	Circuits%	12	\$50	Fees

	Monthly <u>Recurring</u>	Install Fees	Change Fees
Automatic Reconfiguration*	\$ 500	\$ 500	\$500
Authority	\$2,000	\$4,000	\$1,000

* Per disaster recovery site.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Q.guaranteed (Cont'd)E. .guaranteed - Audio Teleconferencing1. Month-to-Month Rates:

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.500	\$0.380
800 Meet Me	\$0.800	\$0.560
Operator Assisted	\$0.800	N/A

2. 1, 2, and 3 Year Term Rates:

a. Group 1 - Commitment Levels of \$100, \$250, \$500, and \$1,000

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.476	\$0.362
800 Meet Me	\$0.760	\$0.532
Operator Assisted	\$0.760	N/A

b. Group 2 - Commitment Levels of \$2,000, \$4,000, \$7,000, and \$12,000

	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.426	\$0.324
800 Meet Me	\$0.680	\$0.476
Operator Assisted	\$0.680	N/A

c. Group 3 - Commitment Levels of \$20,000, \$35,000, \$50,000, \$75,000 and \$100,000

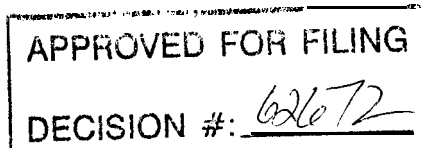
	<u>Standard</u>	<u>Automated</u>
Meet Me	\$0.400	\$0.304
800 Meet Me	\$0.640	\$0.448
Operator Assisted	\$0.640	N/A

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)Q.guaranteed (Cont'd)F. Q.guaranteed - Broadcast Fax

- | | | |
|----|--|---------|
| 1. | <u>Month-to-Month Rate</u> | \$0.500 |
| 2. | <u>1, 2, and 3 Year Term Rate</u> | |
| a. | Group 1
(\$100, 250, 500, and \$1,000) | \$0.476 |
| b. | Group 2
62,000, \$4,000, \$7,000
and \$12,000) | \$0.426 |
| c. | Group 3
(\$20,000, \$35,000, \$50,000
\$75,000, and \$100,000) | \$0.400 |

G. Discounts - This discounts will be applied to Q.guaranteed - COMPANY Data Services and Q.guaranteed - FramePlus only:

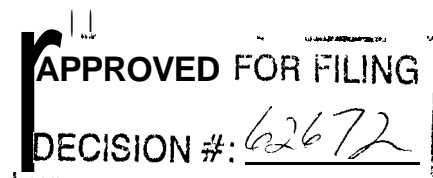
<u>Volume Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$ 100	10%	12%	14%
\$ 250	11%	13%	15%
\$ 500	12%	14%	16%
\$ 1,000	13%	15%	17%
\$ 2,000	14%	16%	18%
\$ 4,000	16%	18%	20%
\$ 7,000	17%	19%	21%
\$ 12,000	18%	20%	22%
\$ 20,000	20%	22%	24%
\$ 35,000	21%	23%	25%
\$ 50,000	22%	24%	26%
\$ 75,000	23%	25%	27%
\$100,000	24%	26%	28%

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Q.guaranteed (Cont'd)

H. Q.guaranteed - Enhanced Toll Free Features

1. Basic Features - Standard: Available to month-to-month and term customers:

<u>Feature</u>	<u>Monthly Charge</u>	<u>Non-Recurring and Change Charge</u>
-Extended Call Coverage	\$ 0.00	\$ 0.00
International Toll Free Service	\$ 0.00	\$ 0.00
Two-way DALs	\$ 0.00	\$ 0.00
Industry Toll Free Directory Assistance (per 800 number)	\$50.00	\$ 50.00
Industry Toll Free Directory Assistance Expedite (per toll free number)	\$ 0.00	\$ 70.00
Project Accounting Codes (per blocks of 1 00/ both verified and non-verified, switched and dedicated)	\$ 30.00	\$ 30.00
Tailored Call Coverage (per 800 number)	\$ 0.00	\$ 100.00
Day of Year (Holiday) Routing (per 800 number)	\$ 0.00	\$ 100.00
Time of Day Routing (per 800 number)	\$100.00	\$ 100.00
Day of Week Routing (per 800 number)	\$100.00	\$ 100.00
Percent Allocation Routing (per 800 number)	\$100.00	\$ 100.00
Alternate Call Routing (per 800 number)	\$100.00	\$ 100.00
Geo Routing (per 800 number) (\$0.0005 per MOU)	\$100.00	\$ 100.00
Direct Termination Overflow (per trunk group)	\$100.00	\$100.00
Real Time ANI (per trunk group)	\$ 0.00	\$700.00
DNIS (per trunk group)	\$ 0.00	\$700.00
Menu Routing - Per Call Surcharge \$0.10		
Quota Call Allocation	\$100.00	\$100.00

2. Toll Free Feature Package 'A' - Available to term customers only:

- a. Package includes the following features:

Time of Day Routing
Day of Week Routing
Day of Year (Holiday) Routing
Percentage Allocation Routing
Industry Toll Free Directory Assistance

- b. Package Rates (for all features listed in Package 'A'):

Monthly Charge	\$200.00
Non-Recurring Charge	\$280.00

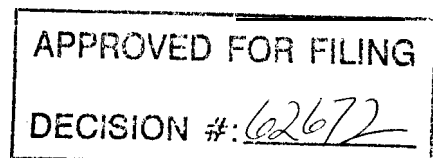
4. The first toll free number is free, each additional toll free number is \$10.00 per month, per toll free number.

ISSUED: June 30, 2000

Issued by:

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SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)**Q.guaranteed (Cont'd)****I. ATA Program - Rates****1. Switched - Outbound and Inbound Per Minute Rates**

Group 1 - Commitment levels of \$100, \$500, and \$1,000

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.228	\$0.224	\$0.218

Group 2 - Commitment levels of \$2,000, \$4,000, \$7,000, and \$12,000

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.222	\$0.218	\$0.212

Group 3 - Commitment levels of \$20,000, \$35,000, \$50,000

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.216	\$0.212	\$0.210

2. Dedicated - Outbound and Inbound Per Minute Rates

Group 1 - Commitment levels of \$1,000 and \$1,500

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.154	\$0.150	\$0.148

Group 2 - Commitment levels of \$2,000, \$4,000, \$7,000, and \$12,000

<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.146	\$0.144	\$0.140

Group 3 - Commitment levels of \$20,000, \$35,000, \$50,000

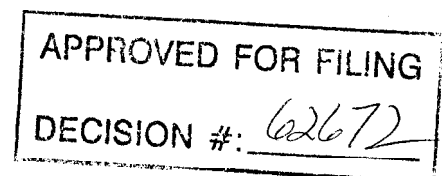
<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0.142	\$0.140	\$0.136

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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SECTION 7 • SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)

Q.guaranteed (Cont'd)

I. ATA Program - Rates (Cont'd)3. Q.guaranteed - WorldCard

Per Minute Rate \$0.34

4. Discounts • This discounts will be applied to Q.guaranteed • COMPANY Data Services and Q.guaranteed - FramePlus only:

<u>Volume Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$ 0 - \$ 99	0%	0%	0%
\$ 100 - \$ 499	10%	12%	14%
\$ 500 - \$ 999	11%	13%	15%
\$ 1,000 - \$ 1,499	12%	14%	16%
\$ 1,500 - \$ 1,999	13%	15%	17%
\$ 2,000 - \$ 3,999	14%	16%	18%
\$ 4,000 - \$ 6,999	16%	18%	20%
\$ 7,000 - \$11,999	17%	19%	21%
\$12,000 - \$19,999	18%	20%	22%
\$20,000 - \$34,999	20%	22%	24%
\$35,000 - \$49,999	21%	23%	25%
\$50,000+	22%	24%	26%

Payphone Use Charge \$0.60

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 7 - SWITCHED AND DEDICATED SERVICES MAXIMUM RATES FOR FORMER LCI CUSTOMERS (Cont'd)800 Calling Card ServicePer Minute Rates:

Mileage	Day	Evening	Night/Wknd
Bands	1 st Min Add'l Min	1 st Min Add'l Min	1 st Min ' 1 Min
0 - 9999	\$0.45 \$ 0.45	\$0.45 \$0.45	\$0.45 \$0.45

Operator Service Surcharges:

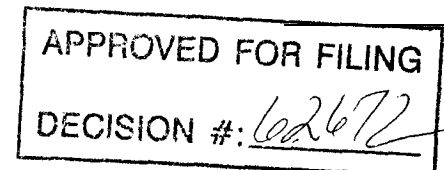
0+ Calling Card	\$0.95
0+ Calling Card (Op)	\$1.25
0 - Calling Card (Op)	\$1.25
0+ Credit Card	\$1.75
0+ Credit Card (Op)	\$3.45
0 - Credit Card (Op)	\$3.45
Automatic Collect	\$4.95
0+ Collect	\$4.95
0 - Collect	\$4.95
0+ Bill to Third Party	\$5.50
0 - Bill to Third Party	\$5.50
0+ Person to Person	\$9.95
0 - Person to Person	\$9.95
Payphone Surcharge	\$0.30
Directory Assistance, per call	\$0.85
Directory Assistance Call Completion, per call	\$1.00

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 8 - TABLES AND CHARTS FOR FORMER LCI CUSTOMERS8.1 Determination of Airline Miles

8.1.1 The distance between the originating rate center and the terminating rate center calculated by using the "V" and "H" coordinates of AT&T FCC Tariff No. 274 in the following manner:

- a. Obtain the "V" and "H" coordinates for the originating rate center and the terminating rate center.
- b. Obtain the difference between the "V" coordinates of each of the areas. Obtain the difference between the "H" coordinates.
- c. Square the difference obtained in Step b
- d. Add the squares of the "V" difference and "H" difference obtained in Step c.
- e. Divide the sum of the squares obtained in Step d. by ten (10). Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number obtained in Step e. Round to the next higher whole number if any fraction is obtained. This is the distance between the areas.

8.1.2 For example, the distance between Miami, Florida and New York, New York, is calculated as follows:

	<u>V</u>	<u>H</u>
Miami	8,351	527
New York	4,997	1,406
Take Difference	3,354	-879
Square and add:	$11,249,316 + 772,641 = 12,021,957$	
Divide by 10 and round:	$12,021,957 \div 10 = 1,202,195.7 = 1,202,196$	
Take square root and round:	$(1,202,196)^{1/2} = 1,096.4 = 1,097 \text{ miles}$	

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING

DECISION #: 62672

SECTION 8 • TABLES AND CHARTS FOR FORMER LCI CUSTOMERS (Cont'd)8.1.3 Rates and Mileage Tables8.1.4 Table 1METHOD FOR CALCULATION FOR AIRLINE MILEAGE

Method of Calculation

The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates, listed below according to the following formula:

$$\frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{1.60934}$$

where V_1 and H_1 correspond to the V & H coordinates of City 1 and V_2 and H_2 correspond to the V & H coordinates of City 2.

Example:

	V	H
City 1 • Cleveland	5574	2544
City 2 • Akron	5637	2472

$$\frac{\sqrt{(5574 - 5637)^2 + (2544 - 2472)^2}}{1.60934}$$

$$/ 1.60934 = 30.04 \text{ miles} *$$

Airline Mileage = 31 miles

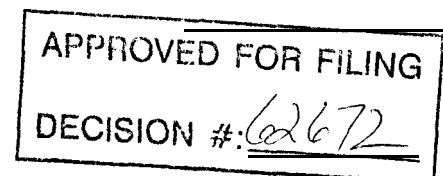
Result will always be rounded to the next highest mile.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 9 - OPERATOR SERVICES FOR FORMER USLD CUSTOMERS

This Section sets forth the Rules and Regulations that govern Operator Assisted Resale Telecommunications Services furnished by USLD Communications, Inc. between one or more points in the State of Arizona which have not been previously addressed in this tariff.

9.1 Requirements of COMPANY

9.1.1 COMPANY will, upon request by an end user and at no charge to that end user, quote the applicable rates to the end user's requested call. Such quote shall include all charges that would appear on the end user's bill, including the operator surcharge, and the measured toll service charges that apply.

9.1.2 COMPANY will provide a live or automated message at the **outpulse** of the terminating number informing the end user that COMPANY is providing the service and COMPANY rates and charges apply. The end user shall be afforded the opportunity to terminate the call, before connection with the called party occurs, at no charge.

9.1.3 Information regarding the accessing of an end user's alternate preferred carrier shall be provided by COMPANY to the end user upon request, to the extent that such information is readily available to COMPANY from the ACC. COMPANY shall in no way hinder nor participate in hindering access to any other interexchange carrier. COMPANY maintains the authority to withhold the payment of any compensation, including commissions, from aggregators which block access to end users preferred carriers. Information regarding toll free numbers for certificated IECs is incorporated hereunder in Exhibit 1 to this tariff.

9.1.4 COMPANY shall execute the transfer, at no charge to the end user, of a call, whereby the end user requests such transfer to a designated carrier of the caller's choice, at the point of the call's origination. If, for networking reasons, COMPANY cannot reoriginate the end user's call to the end user's preferred service at the end user's point of origination, COMPANY will instruct the end user how to reach the preferred carrier from the end user's point of origination.

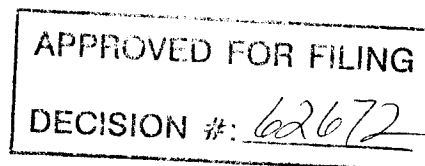
18.1.5In the event a requested call cannot be completed by COMPANY, COMPANY will inform the caller that his or her alternative preferred carrier may be reached by dialing that carrier's access code or toll-free number. COMPANY will not make a charge to the end user for an uncompleted call. If such a charge is made, COMPANY will make a full refund.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 9 - OPERATOR SERVICES FOR FORMER LCI CUSTOMERS9.1 General Description

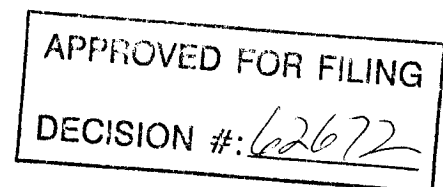
1. Classes of Service: Operator Services is used when a Company operator is needed to complete one of the following call types:
 - a. Collect: Calls for which charges are billed, not to the originating telephone number, but to the destination or terminating telephone number.
 - b. Customer Dialed: The customer dials the appropriate authorization codes plus the telephone number desired and completes the call without the assistance of an operator and the call is billed to a calling card or commercial credit/charge card.
 - c. Operator Assisted: Calls requiring assistance for completion. The COMPANY operator can be accessed by customers who have selected COMPANY as their primary carrier by first dialing "00". Depending on the desired type of service or billing, customers may dial direct by dialing "0 + (area code) + (exchange) + (line number)"; these types of calls are referred to as "Operator Assisted (0+)". Instead of dialing direct as explained above, the customer also has the option of having the COMPANY operator perform all subsequent dialing; these types of calls are referred to as "Operator Assisted (0-)".
 - d. Operator Station: Operator Station calls are completed with the assistance of an operator, except for person-to-person, real time rates, and customer dialed. Operator Station rates apply to calls which are billed to a different telephone number (i.e. collect, third party billed or a commercial credit/charge card billed with the assistance of an operator.
 - e. Person-to-Person: Person-to-person rates apply when the person originating the call specifies the particular party to be reached by the operator, except for person-to-person calls rated on a real time basis. The specified party may be a person, or a station, department, extension or office through a PBX attendant.

After the called station has been reached, if the called party is unavailable and the calling party request or agrees to speak to a party not initially specified, the call is still billed as a person-to-person call. The calling party is responsible for identifying the party at the called station.
 - f. Real Time Rated-Operator Station/Person-to-Person: A toll call for which the customer pays at the time the call is placed. These calls include the following:
 1. Calls originated and paid for at public or semi-public telephones.
 2. Calls for which the Company furnishes time and/or charges.
- * Operator Services will only be provided on an **interLATA** basis and only from locations that are technically capable of providing such services.

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SECTION 9 - OPERATOR SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)

9.1 General Description (Cont'd)

1. Classes of Service (Cont'd)

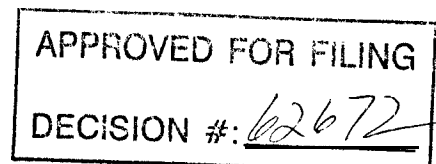
g. Third Party: Calls for which charges are billed, not to the originating telephone, but to a third party telephone number which is neither the originating nor the terminating telephone number.

2. For each operator-handled call type, a surcharge applies to the initial period rate for the message (See Section 7.1 .1)
3. Service is available twenty-four (24) hours per day, seven (7) days a week.
4. Rates: See Price List, Section 7.2.1 and 7.2.2.

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SECTION 9 - OPERATOR SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**9.2 Operator Services Charges**

This section sets forth the rates and charges applicable to the Carrier's Operator Assisted Service offerings. The total charge for each completed operator assisted call consists of two charge elements: a one-time fixed operator service charge added to the first minute of each operator service call, which will be dependent on the type of billing selected (i.e. Calling Card, Third Party) and/or the completion restriction selected (i.e. Person-to-Person); and a measured usage charge dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes.

The user will be charged according to the rate schedules set forth below:

Option A • COMPANY's Standard Operator Service • allows calls to be placed with the assistance of an operator from: (i) phones which are **presubscribed** to COMPANY; or, (ii) phones where the caller first dials an COMPANY's carrier identification code.

Option B • COMPANY's Collect Call Service Rates • allows calls to be placed with the assistance of an operator from phones where the caller first dials an COMPANY-provided access number.

9.2.1 Option A • Operator Services Surcharges:

The one time operator surcharge will be added to the first minute of each operator service call in addition to the per minute rates in Section 7.2.2.

		<u>Surcharge</u>
9.2.1.1	<u>Calling Card</u>	
a.	Customer Dialed	\$0.50
b.	Operator Assisted (0+)	0.50
c.	Operator Assisted (0-)	0.50
9.2.1.2	<u>Operator Station</u>	
a.	Third Party (0+)	\$1.30
b.	Third Party (0-)	1.30
c.	Collect (0+)	1.30
d.	Collect (0-)	1.30
e.	Person-to-Person (0+)	3.00
f.	Person-to-Person (0-)	3.00

ISSUED: June 30, 2000

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DECISION #: 62672

SECTION 9 - OPERATOR SERVICES FOR FORMER LCJ CUSTOMERS (Cont'd)9.2 Operator Services Charges (Cont'd)9.2.2 Option A - Operator Services Per Minute Usage Charges:

The following are the per minute rates that the customer will incur when using COMPANY's Operator Services. These rates will apply in addition to the applicable operator surcharge outlined in Section 7.1 above

9.2.2.1 All Classes of Service

	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
<u>Band/Miles</u>	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>
o - 10	\$0.2400	\$0.1100	\$0.1560	\$0.0715	\$0.1200	\$0.0550
11 - 22	\$0.3400	\$0.1600	\$0.2210	\$0.1040	\$0.1700	\$0.0800
23 - 55	\$0.3500	\$0.2000	\$0.2435	\$0.1365	\$0.1950	\$0.1050
56 - 124	\$0.4100	\$0.2500	\$0.2805	\$0.1655	\$0.2300	\$0.1350
125 - 292	\$0.4200	\$0.2700	\$0.2950	\$0.1850	\$0.2350	\$0.1500
293+	\$0.4300	\$0.3000	\$0.3180	\$0.1980	\$0.2600	\$0.1600

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 9 - OPERATOR SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)9.2 Operator Services Charges - Maximum (Cont'd)9.2.3 Option B - Collect Call Surcharges

<u>Surcharge Type</u>	<u>Per Call</u>
Operator Station	\$0.96
Person-to-Person	\$2.24

9.2.4 Option B - Collect Call Per Minute Usage Charges

<u>Band/Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>
0 - 10	\$0.1800	\$0.0790	\$0.1100	\$0.0510	\$0.0600	\$0.03 10
11 - 22	\$0.2300	\$0.1000	\$0.1400	\$0.0650	\$0.0800	\$0.0400
23 - 55	\$0.2550	\$0.1400	\$0.1800	\$0.0910	\$0.1120	\$0.0560
56 - 124	\$0.2700	\$0.1800	\$0.2025	\$0.1163	\$0.1400	\$0.0840
125 - 292	\$0.2775	\$0.2025	\$0.2 100	\$0.1275	\$0.1680	\$0.1120
293+	\$0.2850	\$0.2 100	\$0.2 100	\$0.1425	\$0.1840	\$0.1163

ISSUED: June 30, 2000
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EFFECTIVE: June 30, 2000

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SECTION 9 - OPERATOR SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**9.3 Operator Services Charges - Maximum**

This section sets forth the rates and charges applicable to the Carrier's Operator Assisted Service offerings. The total charge for each completed operator assisted call consists of two charge elements: a one-time fixed operator service charge added to the first minute of each operator service call, which will be dependent on the type of billing selected (i.e. Calling Card, Third Party) and/or the completion restriction selected (i.e. Person-to-Person); and a measured usage charge dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes.

The user will be charged according to the rate schedules set forth below:

Option A - COMPANY's Standard Operator Service - allows calls to be placed with the assistance of an operator from: (i) phones which are **presubscribed** to COMPANY; or, (ii) phones where the caller first dials an COMPANY's carrier identification code.

Option B - COMPANY's Collect Call Service Rates - allows calls to be placed with the assistance of an operator from phones where the caller first dials an COMPANY-provided access number.

9.3.1 Option A - Operator Services Surcharges:

The one time operator surcharge will be added to the first **minute** of each operator service call in addition to the per minute rates in Section 7.1.2.

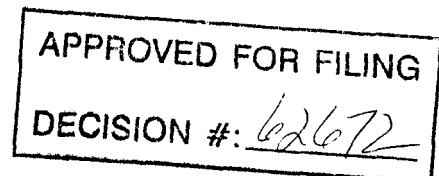
		<u>Surcharge</u>
		<u>MAXIMUM</u>
9.3.1.1	<u>Calling Card</u>	
	a. Customer Dialed	\$1.00
	b. Operator Assisted (0+)	1 .00
	c. Operator Assisted (0-)	4.00
9.3.1.2.	<u>Operator Station</u>	
	a. Third Party (0+)	\$2.60
	b. Third Party (0-)	5.60
	c. Collect (0+)	2.60
	d. Collect (0-)	5.60
	e. Person-to-Person (0+)	6.00
	f. Person-to-Person (0-)	9.00

ISSUED: June 30, 2000

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ORIGINALSECTION 9 • OPERATOR SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)9.3 Operator Services Charges • Maximum (Cont'd)9.3.2 Option A • Operator Services Per Minute Usage Charges:

The following are the per minute rates that the customer will incur when using COMPANY's Operator Services. These rates will apply in addition to the applicable operator surcharge outlined in Section 7.1.1. above.

9.3.2.1 All Classes of Service • MAXIMUM

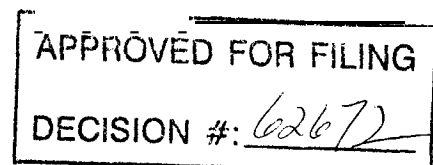
<u>Band/Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>
0- 10	\$0.4800	\$0.2200	\$0.3 120	\$0.1430	\$0.2400	\$0.1100
11 - 22	\$0.6600	\$0.3200	\$0.4420	\$0.2080	\$0.3400	\$0.1600
23 • 55	\$0.6800	\$0.3800	\$0.4800	\$0.2600	\$0.3900	\$0.2000
56 • 124	\$0.7200	\$0.4800	\$0.5400	\$0.3 100	\$0.4600	\$0.2600
125 • 292	\$0.7400	\$0.5400	\$0.5600	\$0.3400	\$0.4600	\$0.3000
293+	\$0.7600	\$0.5600	\$0.5600	\$0.3800	\$0.5100	\$0.3100

ISSUED: June 30, 2000

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SECTION 9 • OPERATOR SERVICES FOR FORMER LCI CUSTOMERS (Cont'd)**9.3** Operator Services Charges - Maximum (Cont'd)**9.3.3.** Option B - Collect Call Surcharges

<u>Surcharge Type</u>	<u>Per Call</u>
Operator Station	\$1.92
Person-to-Person	\$4.48

9.3.4 Option B - Collect Call Per Minute Usage Charges

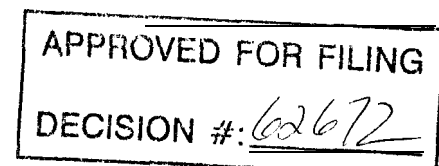
<u>Band/Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
	<u>1 st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>
o- 10	\$0.3600	\$0.1580	\$0.2200	\$0.1020	\$0.1200	\$0.0620
11 - 22	\$0.4600	\$0.2000	\$0.2800	\$0.1300	\$0.1600	\$0.0800
23 - 55	\$0.5100	\$0.2800	\$0.3600	\$0.1820	\$0.2240	\$0.1120
56 - 124	\$0.5400	\$0.3600	\$0.4050	\$0.2326	\$0.2800	\$0.1680
125 - 292	\$0.5550	\$0.4050	\$0.4200	\$0.2550	\$0.3360	\$0.2240
293+	\$0.5700	\$0.4200	\$0.4200	\$0.2950	\$0.3680	\$0.2326

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EFFECTIVE: June 30, 2000



SECTION 1.0 .PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS**10.1. General Description of LCI Telemagement Corp.'s Communication Services**

10.1.1 Dial 1 Access and Dial 1 Promise: Dial 1 is an outbound service whereby the end user utilizes the service by dialing 1 + area code + number. This service is only available from exchanges that offer equal access (1+) facilities to the carriers. Subscribers reselling or rebilling this service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Arizona Corporation Commission.

10.1.2. Direct Access : Direct Access (via T-1 channels) is an outbound/inbound service whereby the end user accesses the carrier's network via direct point-to-point facilities between subscriber's and carrier's Points of Presence (POP). This service is made available pursuant to Commission rules and regulations and only when such facilities are available and those facilities are charged for on a specific case by case basis. When LEC facilities are used the LEC must bill the customer. The end user may, at their request, arrange for separate facilities of their choosing, assuming the facilities are compatible with the carrier's facilities.

10.1.3. Travel Service (Travel Card): The travel service allows an end user to dial an outbound number when away from his regular phone or office via access by dialing an 800 number, the called number, and a 14 digit authorization code. This service is available from any telephone. Subscribers with rotary phones will have the call completed by a carrier operator at no additional charge.

Blue Card:	Basic travel card that allows international calls.
Silver Card:	Multiple call and account codes.
Gold Card:	Has fax mail, voice mail, fraud protection, voice activation, speed dialing.

10.1.4. 800 Business Line or 800 Promise Business line: This service is an inbound service whereby the subscriber receives toll free calls from end users by the end user dialing 1-800-XXX-XXXX. This service is available only in areas whereby equal access has been made available by the local exchange carrier.

10.1.5. 800 T-1 Termination: This service is identical to the 800 business line except that all calls are routed to the subscriber's telephone facilities via a dedicated, point-to-point, digital service.

10.1.6. "Dedicated Leased Line Service": Dedicated Leased Line Service is offered to specific customers for the purpose of intercity communications facilities that are billed at pre-determined fixed monthly rates. The customer is responsible for charges associated with local exchange carrier or alternative access provider provided special access.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 10 • PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)**10.1. General Description of LCI Telemagement Corp.'s Communication Services**

10.1.7 **"800 Check In"**: Is a switched access, incoming only, usage sensitive offering requiring a local telephone line/number for use. This is a service whereby the customer can dial a unique four (4) digit code pre-assigned to their account and it will route calls to customers local telephone number.

10.1.8 **"800 Travel Service: The Silver Card"** 800 Travel allows the customer to call an 800 access number and authorization code to gain access to The Company's network from anywhere in the United States.

10.1.9 **LCI + 4 Package Rates**: Any customer that signs up for the 800 travel product listed below may also obtain the Dial 1 and Travel Card rates listed. This 800 travel product is unique in that a customer can have multiple pin numbers and when the pin is dialed after the 800 number it will ring through to the number attached to that pin.

Telemagement Fee: Customers prior to 12/94 receive \$11.00 per month Telemagement Fee after 12/94 customers are required to have a \$9.50 minimum billing each month.

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.**10.2.1 "Dial 1 Access" • Flat Rate Service Intrastate Traffic: (Rate Per Minute)**

<u>Day</u>	<u>Eve</u>	<u>Night</u>
\$1.820	\$1.070	\$0.887 Grand fathered (1/95)
\$1.750	\$1.030	\$0.850 Grand fathered (5/95)

• 18 second minimum billing/- 6 second billing increments

10.2.2. "Direct Access" Intrastate Traffic: (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
\$1.233	\$1.008	\$0.744 Grandfathered (1/95)
\$1.190	\$0.970	\$0.720

• 18 second minimum billing/- 6 second billing increments

- Direct access charges (monthly recurring charges for T- 1 facilities) are billed separately
- No volume discounts apply

10.2.3. "Blue Travel Card" • Flat Rate Service Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
\$1.3530	\$1.2333	\$1.1458

Surcharge: \$.55 per call

• Full minute billing /- Full minute increments

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING

DECISION #: 62672

ORIGINAL**SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)**

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.4 "Telemanapement Gold Card"- Flat Rate Service Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
\$.2912	\$.2600	\$.2600 Grandfathered (1/95)
\$.2700(R)	\$.2700(I)	\$.2700(I)

Surcharge of \$.50 per call when using Voice activated dialing (800-900-8800)l.

- Full minute billing/- Full minute increments
- No volume discounts apply
- .35 per call surcharge

10.2.5 "800 Travel-The Silver Card" Intrastate Domestic Traffic (Rate Per Minute)

<u>DAY</u>	<u>EVE</u>	<u>NIGHT</u>
\$.2079	\$.1663	\$.1455 (Grandfathered)
\$.2100	\$.2100	\$.2100

Surcharge of \$.50 when using Voice Activated Dialing (800-900-8800)

- Monthly Recurring Fee: None
- 1 minute minimum/ 1 minute billing increments
- .35 per call surcharge

10.2.6 "800 Check In:" Intrastate Domestic Traffic (Rate Per Minute)

<u>DAY</u>	<u>EVE</u>	<u>NIGHT</u>
\$.2496	\$.1976	\$.1976

-Monthly Recurring Fee: \$ 2.00/-30 Sec. min., 6 second billing increments

10.2.7 "800 Business Line" Termination • Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
\$.2007	\$.2007	\$.2007 (Grandfathered)
\$.2004	\$.2004	\$.2004 (Grandfathered)
\$.1930	\$.1930	\$. 1930 (Grand fathered)

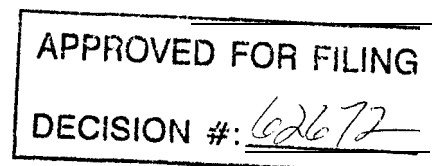
- 30 second minimum billing/- 6 second billing increments
- \$3.50 per month per 800 number after 1/95. Before 1/95 \$10.00 per 800)
- \$1 .00 monthly fee per four digit authorization code
- No volume discounts apply

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL**SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)**

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.8 "800 T-1" - Flat Rate Service Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>	
.1655	.1655	.1655	(Grand fathered)
.1590	.1590	.1590	

- 18 second minimum billing/- 6 second billing increments
- \$10.00 per month per 800 number (Customers prior to 1/95)
- \$3.50 per month per 800 for customers after 1/95

10.2.9 "Dedicated Leased Line Service Rates"

Dedicated Leased Line Service is offered to specific customers for the purpose of intercity communications facilities that are billed at pre-determined fixed monthly rates. The customer is responsible for charges associated with local exchange carrier or alternative access provider provided special access.

Dedicated Leased Line service is available in the following options:

Voice Grade Service is an analog point to point dedicated circuit used for simultaneous two-way transmission and is available in increments of one or more voice grade channels, each with a nominal bandwidth of 4khz. Voice Grade Channels may be used for voice, data, facsimile, or any combination thereof.

A. Nonrecurring charge: **\$150/voice** grade channel

B. Monthly Charges: Monthly charges are assessed per voice grade channel based on channel mileage.

A minimum monthly charge of \$100 per channel will apply.

<u>Miles</u>	<u>Fixed</u>	<u>Per Mile</u>
0-100	\$90.0	\$1.36
101+	\$198.57	\$.37

C. Local Access Charges: Any and all charges associated with Local Access will be charged to the customer by the providing carrier at their prevailing rates.

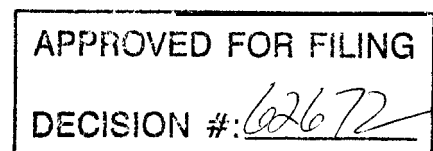
D. \$50.00 per loop side for a port activation fee.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL

SECTION 10 • PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.9 "Dedicated Leased Line Service Rates" (Cont'd)

Digital Data Service: Digital Data Service is a digital point to point dedicated circuit used for simultaneous two-way transmission and is available in increments of one or more channels.

A. Nonrecurring charge: \$150/voice grade channel

B. Monthly Charges: Monthly charges are assessed per channel based on channel mileage. A minimum monthly charge of \$100 per channel will apply.

<u>Miles</u>	<u>Fixed</u>	<u>Per Mile</u>
O-100	\$126.00	\$1.90
101+	\$ 278.00	\$.50

C. Local Access Charges: Any and all charges associated with Local Access will be charged to the

D. \$50 per loop side for port activation fee.

Kbps Digital Private Line Service

56 Kbps Digital Service is a digital point to point dedicated circuit used for simultaneous two-way transmission and is available in increments of one or more channels. Service will accommodate voice and data communications at speeds of up to 56 Kbps.

A. Nonrecurring charge: \$150/channel

B. Monthly Charges: Monthly charges are assessed per channel based on channel mileage. A minimum monthly charge of \$100 per channel will apply.

<u>Miles</u>	<u>Fixed</u>	<u>Per Mile</u>
O-100	\$90	\$1.36
101+	\$198.57	\$.37

Kbps Digital Private Line Service

C. Local Access Charges: Any and all charges associated with Local Access will be charged to the customer by the providing carrier at their prevailing rates.

D. \$50 per loop side for port activation fee.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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APPROVED FOR FILING DECISION #: 62672
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SECTION 10 . PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

IO.11 LCI Telemagement Corp. Card

GENERAL

- A. LCI Telemagement Corp. Card provides an outbound voice grade communications service for calls charged to a prepaid LCI Telemagement Corp. Card.
- B. Exclusions

The following types of calls may not be completed with the LCI Telemagement Corp. Card.

Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Directory Assistance calls
Any operator service calls
TeleConferencing
Busy line verification and Interrupt
Calls requiring the quotation of time and charges

Except as may be specifically referenced therein, calls made utilizing the LCI Telemagement Corp. card are not a part of any other LCI International services or calling plans.

LCI Telemagement Corp. Card maybe used 24 hours a day, seven days a week. The number of available cards is subject to technical limitations. Such cards will be offered to Customers on a first come first serve basis.

REGULATIONS

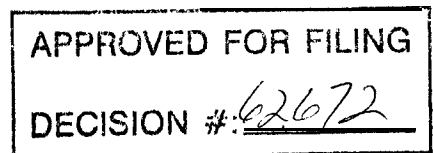
- A. LCI Telemagement Corp. Card is accessed using the 800 number printed on the card.
- B. All calls must be charged against a LCI Telemagement Corp. Card that has a sufficient available balance.
- C. An announcement will interrupt **the** call when the balance is about to be depleted. This announcement will occur one minute before the balance will be depleted based on the terminating location of **the** call. The customer will be requested to continue the call another valid LCI Telemagement Corp. Card number in order to continue the call.
- D. Calls in progress will be terminated by LCI International if the balance on the LCI Telemagement Corp. card is insufficient to continue the call and the customer fails to enter the number of another valid LCI Telemagement Corp. Card prior to termination.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000



SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

REGULATIONS (Cont'd)

Application of Rates and Charges

A. Rates and Charges	Price Per Unit
	\$.50

Cards will be decrements by one unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty four hours per day, seven days per week.

B. Credit Allowances For Interruptions

A credit allowance for the LCI Telemanagement Corp. Card is applicable to that portion of a call that is interrupted due to poor transmission, one-way transmission, or involuntary disconnection of the call. A customer may also be given credit for reaching a wrong number. To receive the proper credit the customer must notify the company at the designated customer service number printed on the card and furnish the called number, the trouble experience and approximate time the call was made.

B. Credit Allowances For Interruptions (Cont'd)

Type of Problem	Credit
Interruptions to Established Calls	One Minute
Wrong Numbers	One Minute

Credit is not given when:

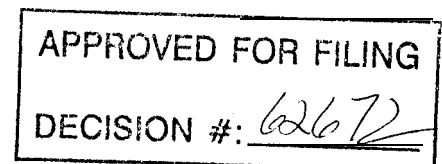
- Interruptions are not reported to company.
- Interruptions that are due to the failure of power, equipment or systems not provided by the company.
- Interruption caused by the failure of other services provided by this company which are connected to LCI Telemanagement Corp. Card.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 10 . PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp

10.12 "LCI Telemagement Corp. Promise Package" Dial 1 Access Intrastate Traffic:(Rate Per Minute)

All times

Term	or	Volume	
O-1 Year	.1550	\$0-1000	.1550
2 Years	.1490	\$1001-5000	.1490
3 Years	.1450	\$5001-10000	.1450

*Volume discounts are based on combined inter and intrastate usage.

- 18 second minimum billing/- 6 second billing increments

10.13. "LCI Telemagement Corp. Promise Package" 800 Business Line TerminationIntrastate Domestic Traffic (Rate Per Minute) Flat Rate

Term		Volume	
O-1 Year	.1600	\$0- 1000	.1600
2 Years	.1540	\$1001-5000	.1540
3 Years	.1500	\$5001-10000	.1500

*Volume discounts are based on combined inter and intrastate usage.

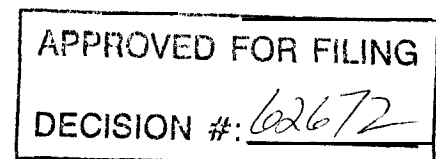
- 30 second minimum billing/- 6 second billing increments
- \$3.50 per month per 800 number

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EFFECTIVE: June 30, 2000



SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.14. "Promise Gold Card"- Flat Rate Service Intrastate Domestic Traffic (Rate Per Minute)

Term or Volume Discounts*

O-1 Year	\$.2700	\$0-1000	\$.2700
2 Years	\$.2700	\$1001-5000	\$.2700
3 Years	\$.2700	\$5001-10000	\$.2700

*Volume discounts are based on combined inter and intrastate usage.

Voice activated dialing surcharge of \$.50 per call

- Full minute billing /- Full minute increments
- \$.35 per call surcharge

10.15. "Promise 800 Travel-The Silver Card" Intrastate Domestic Traffic (Rate Per Minute)

All Times

Term	or	Volume Discounts*
O-1 Year	\$.2700	\$0- 1000 \$.2700
2 Years	\$.2700	\$1001-5000 \$.2700
3 Years	\$.2700	\$5001-10000 \$.2700

*Volume discounts are based on combined inter and intrastate usage.

Surcharge of \$.50 when using Voice Activated Dialing (800-900-8800)

- No Monthly Fee/1 minute minimum/1 minute increments
- \$.35 per call surcharge

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.17 LCI + 4 Package Rates: Any customer that signs up for the 800 travel product listed below may also obtain the Dial 1 and Travel Card rates listed. This 800 travel product is unique in that a customer can have multiple pin numbers and when the pm is dialed after the 800 number it will ring through to the number attached to that pin.

Dial 1 Day/Eve/Night

.1450

30 Second Minimum-6 Second Billing increments

800 Day/Eve/Night

.1900

30 Second ~~Minimum~~-6 Second Billing increments

\$3.50 Charge per request of pin changes

(If a customer refers five or more customers that sign up then the 800 +4 rate is .1600)

Travel Card

Day/Eve/Night

.2400

Surcharge of \$.25 per call

-This package is not subject to volume discount.

-No Telemagement fee.

-No minimum billing requirement.

ISSUED: June 30, 2000

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EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.18. Sponsor Program: When an existing customer (Sponsor) refers a business friend (Buddy) to LCI International Telecom Corp.(LCI) and they sign with us, LCI will calculate five (5) percent of the Buddy's long distance bill and subtract it from the Sponsor's bill. As long as the Sponsor and the Buddy(s) remain LCI customers, they will receive the Buddy System credit on their long distance. For example:

<u>WE SIGN</u>	<u>Their Bill</u>	<u>Credit</u>
Referral A	\$200.00	\$10.00
Referral B	\$500.00	\$25.00
Referral C	\$350.00	\$17.50
Total:	\$1050.00	\$52.50

Your current Bill is \$100.00

Your pay: \$47.50

The amount credited can not exceed the amount of the Sponsor's bill. The referred customer (Buddy) must agree to be in the Buddy Program in writing. LCI has no obligation to notify the existing customer (Sponsor) when one of their referred customers (Buddies) disconnects. LCI will observe strict confidentiality of all customers accounts and bills.

This service is available for all LCI's services.

Small Business Product: This product is designed for the small business customer that bills less than \$100.00 per month and who desires to have their long distance billed through the LEC. There is a monthly billing minimum of \$5.00.

Small Business Dial 1

Intrastate & IntraLata Traffic (Rate Per Minute)

<u>Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night</u>
ALL	\$.1900	\$.1900	\$.1900

- 30 second minimum billing/- 6 second billing increments
- No volume discounts apply

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.19 INTEX Customers Rates

Platinum:Dial-1

	Day	Evening	Night	
P01	.1760	.1760	.1760	No minimum
P02	.1700	.1700	.1700	\$200 minimum
P03	.1640	.1640	.1640	\$350 minimum
P04	.1580	.1580	.1580	\$500 minimum
ISI	.1909	.1909	.1909	

-30 Second Minimum Billing/6 Second Billing Increments

800

IS1	.2080	.2080	.2080
PO1	.1750	.1750	.1750
PO2	.1610	.1610	.1610

-30 Second Minimum Billing/6 Second Billing Increments

Calling Card	All Times	Surcharge
A-1 Plan I	0.27	0.60
IS1	0.18	0.55
IBI	0.175	0.55

Full minute call rounding

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING DECISION #: <u>62672</u>

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.10.20. BLT Customer RatesDial 1 BLT Intrastate Traffic: (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.1680	.1680	.1680

6 Second Minimum billing/6 Second billing increments
No monthly fee/No volume discounts apply

800 BLT Intrastate Traffic: (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.1680	.1680	.1680

18 Second Minimum billing/6 Second billing increments
\$5.00 monthly fee (May be **waived**)/No volume discounts apply

T- 1 BLT Intrastate Traffic: (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.0970	.0970	.0970

6 Second Minimum billing/6 Second billing increments
No monthly fee/No volume discounts apply

800 T- 1 BLT Intrastate Traffic: (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.0970	.0970	.0970

18 Second Minimum billing/6 Second billing increments
\$5.00 monthly fee (May be **waived**)/No volume discounts apply

Travel Cards BLT intrastate Traffic: (Rate Per Minute)

	<u>Day</u>	<u>Eve</u>	<u>Night</u>
Option 1	\$\$.2500	\$\$.2500	\$\$.2500
Option 2	\$\$.2300	\$\$.2300	\$\$.2300

60 Second Minimum billing/60 Second billing increments
No monthly fee/No volume discounts apply
Option 1 is for customers with only a travel card or not on **witel.**/Option 2 is for those customers on **witel.**

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 10 . PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.1. "Hogan A8 FREeline Dial 1 Access" (Grand fathered) Intrastate Traffic: (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.2475	.1976	.1726

- 18 second minimum billing/- 6 second billing increments
- No volume discounts apply

"Hogan A8 Travel Card" Intrastate Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.1986	.1591	.0936

- Surcharge: \$.60 per call
- Full minute billing/- Full minute increments
 - No volume discounts apply

"Hogan A8 800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.3422	.3422	.3422

- 18 second minimum billing/- 6 second billing increments
- Monthly fee of \$5.00 waived @ \$25.00
- Volume discounts apply: **\$0-\$25=0%**; **\$25-\$49.99 = 31%**; **\$50-\$99.99 = 43%**; \$100 plus = **\$49%**
- Discounts level based on combined interstate/intrastate usage. Discounts are tiered.

"Hogan A9 Dial 1 Access" Intrastate Traffic: Small business Dial 1 & **FREEline** 800 program for businesses billing between \$200.00 and \$500.00 per month.

(Rate Per Minute)	<u>Day</u>	<u>Eve</u>	<u>Night</u>
	.2070	.2070	.2070

- 18 second minimum billing/- 6 second billing increments
- No volume discounts apply/- Monthly fee \$5.00

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.1. "Hogan A9 800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.3422	.3422	.3422

- 18 second minimum billing/- 6 second billing increments
- Monthly fee of \$5.00 waived @ \$25.00
- Volume discounts apply: \$0-\$25=0%; \$25-\$49.99 = 3 1%; \$50-\$99.99 = 43%; \$100 plus = \$49%
- Discounts level based on combined interstate/intrastate usage. Discounts are tiered.

"Hogan A9 Travel Card" Intrastate Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.2070	.2070	.2070

- Surcharge: \$.65 per call
- Full minute billing/- Full minute increments
 - No volume discounts apply

"Hogan L1 Dial 1 Access" Intrastate Traffic: Flex'Day, is a business Dial 1 service.

(Rate Per Minute)	<u>Day</u>	<u>Eve</u>	<u>Night</u>	
	.2974	.1498	.1498	Sprint
	.1872	.1248	.1248	Allnet

- 30 second minimum billing/- 6 second billing increments
- Monthly fee of \$3.00

"Hogan AN(HCL)(IS) Dial 1 Access" Intrastate Traffic: Flex'Day, is a small business between \$25.00 and \$200.00 dollars a month. (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.1986	.1591	.0936 Sprint
.1966	.1508	.1508 Allnet

- 18 second minimum billing/- 6 second billing increments
- Monthly fee: None
- No Volume Discount

ISSUED: June 30, 2000
Issued by:

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SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.21. "Hogan HN(I6) Dial 1 Access" Intrastate Traffic: Flex'Day, is a small business between \$200.00 and \$500.00 dollars a month. (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>	
.1986	.1986	.1986	Sprint
.1750	.1750	.1750	Allnet

- 18 second minimum billing/- 6 second billing increments
- Monthly fee: \$5.00 per month
- No Volume Discount

"Hogan 16 Travel Card" Intrastate Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>	
.1986	.1986	.1986	Sprint

Surcharge \$.65

- Full minute billing/- Full minute increments
- No volume discounts apply

"Hogan I6, 800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>	
.1862	.1862	.1862	

- 18 second minimum billing/- 6 second billing increments
- Monthly fee of \$5.00 per 800LINE
- Volume discounts apply: \$0-\$999.99=0%; \$1 000.00+ 11.2%
- Discounts level based on combined interstate/intrastate minutes. 11.2% discount retroactive to dollar one.

"Hogan HC(19) Dial 1 Access" Intrastate Traffic: **Flex'Day**, is for businesses billing over \$500 per month.
(Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>	
.1986	.1986	.1986	S p r i n t
.1550	.1550	.1550	Allnet

- 18 second minimum billing/- 6 second billing increments
- Monthly fee: \$ 14.90
- No Volume Discount

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp

10.2.1 "Hogan I9 Travel Card" Intrastate Traffic (Rate Per Minute)

Day	Eve	Night
.1986	.1986	.1986

S p r i n t

- Surcharge \$0.65 per call
- Full minute billing/- Full minute increments
 - No volume discounts apply

"Hogan I9 800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

Day	Eve	Night
.1862	.1862	.1862

- Full minute rounding
 - Monthly fee of \$15.00 per 800LINE
 - Volume discount \$0-999.99=0%; \$1000+ =1 1.2%
- Discounts based on combined interstate/intrastate 800 minutes, retroactive to dollar one.

"Hogan 19 Travel Card" Intrastate Traffic (Rate Per Minute)

Day	Eve	Night
.2974	.1498	.1498

S p r i n t

- Surcharge \$.60
- Full minute billing/- Full minute increments
 - No volume discounts apply

"Hogan L2 Dial 1 Access" Intrastate Traffic: Dial one service (Rate Per Minute)

Day	Eve	Night	
.1986	.1986	.1986	Sprint
.1664	.1560	.1456	Allnet

- 18 second minimum billing/- 6 second billing increments
- Monthly fee: \$ 5.00
- Volume Discount

\$ 200-\$800	2	%
\$ 800+		4%

Based on combined inter/intrastate dial 1 traffic, retroactive to dollar one.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS (Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.1 "Hogan L2, 800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

Day	Eve	Night	
.2184	.2184	.2184	Sprint
.1862	.1862	.1862	Allnet

- Full minute rounding
- Monthly fee of \$10.00 per 800LINE

"Hogan S1 Dial 1 Access" Intrastate Traffic: Dial one service for residential customers. (Rate Per Minute)

Day	Eve	Night
.2974	.1945	.1498

- Full minute rounding
- No monthly fees

"Hogan S 1 Travel Card" Intrastate Traffic (Rate Per Minute)

Day	Eve	Night
.3640	.3640	.3640

- No Surcharge
- Full minute billing/- Full minute increments
- No volume discounts apply

"Hogan S 1,800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

Day	Eve	Night
.1986	.1986	.1986

- Full minute rounding
- Monthly fee of \$10.00 per 800LINE

"Hogan S2 Dial 1" Intrastate Traffic: Dial one service for businesses billing over \$100. (Rate Per Minute)

Day	Eve	Night
.1986	.1986	.1986

- 18 second minimum billing/- 6 second billing increments
- Monthly fee: \$ 5.00

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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DECISION #: 62672

SECTION 10 - PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemagement Corp.

10.2.1 "Hogan S2 Travel Card" Intrastate Traffic (Rate Per Minute)

Day	Eve	Night
.3640	.3640	.3640

No Surcharge

- Full minute billing/- Full minute increments
- No volume discounts apply

"Hogan S2, 800 Business Line" Intrastate Domestic Traffic (Rate Per Minute)

Day	Eve	Night
.1986	.1986	.1986

- 18 second minimum billing/- 6 second billing increments
- Monthly fee of \$10.00 per 800LINE
- Volume discounts apply: \$0-\$800=0%; \$800-\$2000 = 4%; \$2000 plus = 6%;
- Dial 1 and 800 Service calls are combined for volume discounts.

"Hogan W.5 Dial 1 Access" Intrastate Traffic: Residential **SuperSaver** is a Dial 1 program for residential customers.
(Rate Per Minute)

Day	Eve	Night
.1862	.1862	.1862

- 1 Minute call rounding/- No volume discounts apply
- Minimum bill = \$5.00
- Special bonus on 6th & 12 month, customer will receive a 50% Volume Discount, only if they have paid in full each month by the due date.

"Hogan W5 Travel Card" Intrastate Traffic (Rate Per Minute)

Day	Eve	Night
.1862	.1862	.1862

Surcharge \$.50

- Full minute billing/- Full minute increments
- No volume discounts apply

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

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DECISION #: 602672

SECTION 10 . PRODUCTS OF FORMER LCI TELEMAGEMENT CORP FOR FORMER LCI CUSTOMERS
(Cont'd)

10.2. Rates and Products of those Customers Acquired from LCI Telemangement Corp.

10.2 1. "Hogan W5 Business Line" Intrastate Domestic Traffic for large volume business

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.2075	.2075	.2075

- \$15.00 service charge
- Full Minute

"Hogan W6 Dial 1 Access" Intrastate Traffic: Business SuperSaver is a Dial 1 program for small to medium businesses.

(Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.1893	.1893	.1893

- 18 second billing minimum/- 6 second billing increments
- No volume discounts apply
- Monthly fee of \$5.00

"Hogan W6 Travel Card" Intrastate Traffic (Rate Per Minute)

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.1893	.1893	.1893

Surcharge \$.50

- Full minute billing/- Full minute increments
- No volume discounts apply

"Hogan W6 Business Line" Intrastate Domestic Traffic for large volume business

<u>Day</u>	<u>Eve</u>	<u>Night</u>
.2075	.2075	.2075

- \$15.00 service charge
- 18 second minimum billing/- 6 second billing increments

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS

11.1. Entre Volume Discounts

Entre Volume Discounts apply retroactively to the combined usage in the same billing cycle from all Teledial America d/b/a US Signal Option Plans to which the customer subscribes. All usage is combined to determine the discount level, including directory assistance, intrastate, interstate and Canadian and international calling.

A. Retroactive (Business)	
Minimum Monthly Usage	Discount %
\$.01-\$ 199.99	0 %
\$ 200.00-\$ 999.99	5 %
\$1000.00-\$2999.99	10 %
\$2000.00-\$2999.99	12.5%
\$3000.00-49,999.99	15 %
\$50,000+	20%

B. Volume Discount T2 (Regency Accounts Only)

Total monthly Travel Card Charges exceed \$250.00 a 10% discount is given on all domestic travel usage.

C. T4(Residential) Combined usage.	
\$.00-24.99	0%
\$ 25.00-49.99	5 %
\$ 50.00-99.99	10 %
\$1 00.00-over	15 %

11.2. Term Plans

A. VIP Agreement (All LATAs except 616)

Available to LATA customers not in the 616 LATA. The customer will receive additional monthly discount above and beyond the standard volume discounts on any services, based on term and minimum usage commitments. Minimum is equal to approximately one-third of your average monthly usage, and must exceed \$100.00 to qualify for the VIP discounts.

24 months	5 %
36 months	7 %

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

ORIGINAL**SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS**
(Cont'd)**B. VIP Agreement for InterLATA Switched Services**

This customer will receive special pricing on InterLATA 1+ and 800 Services, based on term and minimum usage commitments.

Minimum Monthly InterLATA Usage Commitment	Term	Price per Minute
\$50	18 Months	\$.135
\$50	36 Months	.13
\$250	18 Months	.13
\$250	36 Months	.12

- C. Top Class customer will receive additional monthly discounts above and beyond the standard volume discount on any services, based on term and minimum usage commitments. Minimum is equal to 50% of your average monthly usage or the applicable service type. Top Class is not available without designation of minimums for each type of service for which a Top Class discount is desired. The total minimums must exceed \$50.00 to qualify.

Outbound Services

(Dial 1, Travel Card, Dedicated Access and 800 services)

12 Months waiver of \$5 monthly service fee.

24 months 5%

36 months 7%

11.3 Travel Card Service

Travel Card Service is offered for outbound calling for Customers who wish to direct billing away from the access line or from the non-presubscribed access lines. Calls are billed in 18 second initial increment and 6 second increments thereafter.

Classes of Service **T-1, T-2(Regency) & T3(Entre)(18/6) & T4 (Residential Family) (30/6) T5 (Ascend) and T7(18/6)**

Day/Nonday
All States .35 / .28

No Surcharge

Volume Discount: See **Entre** Volume Discounts

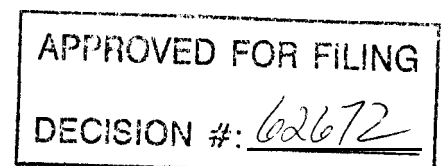
Term Discounts: See Term Plan

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ORIGINAL

SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS
(Cont'd)

11.4 Dial One Products

11.4.1 Ultra 5 (U5) Service for outbound calls.
18 Second Minimum/6 Second Increments

Intrastate .175/.145

No Volume Discounts apply

11.4.2 Ultra 10(10) Entre 1+

Intrastate .17/.155

Intralata .136

\$25 Monthly Minimum

See Entre Volume Discount

11.4.3. Ultra 19 (19)
18 Second Minimum/6 Second Increments
Intrastate .16/.14

\$25.00 monthly minimum

IntraLATA .136

Volume Discount: See Entre Family Discounts

11.4.4. Ultra 20 (20) Entre 1+
18 Second **Minimum**/6 Second Increments

Intrastate .17/.155

IntraLATA .136

\$25 Monthly minimum usage

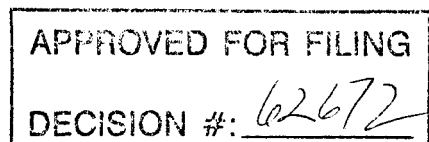
Volume Discount: See Entre Family Discounts

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SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS
(Cont'd)

11.5. Ascend Packages

11.5.1 Ascend 1 Ultra 23 Outbound
83 Inbound
18 Second Sec Minimum/6 Second Increments
Intrastate .19/.18

Volume Discount (DAC and Travel T5 Excluded)

\$0-199.99	0 %
200-999.99	5 %
1000-2499.99	7%
2500+	10 %

Can have Tier 1 and 2 programs
Can Have rebate plans, flat rebates and groups

11.5.2 Ascend 2 Program
Ultra 24 Outbound
84 Inbound
18 Second **Minimum**/6 Second Increments

Intrastate .17/.155

Volume Discount (DAC is excluded)

\$0-149.99	0 %
150.00-999.99	5 %
1 000+	7.5%

Can have rebate, Flat rebates and groups
Can have Associated **Tier1** and Tier 2 Programs

11.5.3 Ascend Plus Ultra 26

Rate per Minute
.129

18 second **minimum**/ 6 second increments
This rate is flat and the same for both intrastate and interstate calls.

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SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS
(Cont'd)11.5.4 Ascend III

Dedicated Access Services

	Peak	Off Peak
Outbound 1+	\$.09	\$.08
Inbound 800	\$.09	\$.08

- 6 Second Minimum 6 Second Increments
- International calls contribute to the volume discounts
- Monthly Access charges are passed thru from the LEC.
- Optional VIP term discounts available.

2 Year Term: 5 %
3 Year Term: 7 %

Volume Discounts

Total Monthly Usage

\$ 0 - 4,000
4,000 - 10,000
10,000 - 20,000
20,000 +

Retroactive Discount

0 %
5 %
10 %
15 %

115.5 Ascend Programs Tier 1 and Tier 2

Monthly Commitment

0 \$1 minimum 5 %

1 Year Monthly Minimum

\$100

300

500

Discount

7% (10)(12)

8% (11)(13)

10%(13)(15)

2 Year Monthly Minimum

\$100

300

500

Discount

9% (14)(16)

10% (15)(17)

12%(17)(19)

Tier 2 Magic & Advance Service No.

Greater Than 1 Type of Service

Greater Than 5 Types of Service

1 year (3%)

1 year (5%)

2 Year (5%)

2 Year (7%)

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SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS
(Cont'd)

11.6. Competitive Response Plans: The following plans were offered from time to time as a competitive response to any and all customers in a competitive situation.

Competitive Response Plans applied to all traffic

Plan	Day/Eve/Night
16	15%
36	25%
173	7.5%
418	29.1%/20.7%/20.7%
508	22.5%
4129	26.25%/11%/11%
8129	28.5%/19.25%/19.25%

11.6. Competitive Response Plans: The following plans were offered from time to time as a competitive response to any and all customers in a competitive situation.

Intrastate and Interstate Traffic Discounts

Plan	Percent Day/Eve/Night	
531	10/10/10 10/10/10 19.23/18.68/18.68	Intra Intra Intra Inter Bands 1,2,3,4,5,6,7,8
644	28.57%/23.07/23.07 33.33%/23.07/23.07	Intra Intra Intra Inter Bands 1,2,3,4,5,6,7,8

11.7. 800 Products

117.7.1 Class of Service 95 (800)

	Peak	Off Peak
Intrastate	.18	.155
IntraLATA	.15	.15
18 Second Minimum/6 Second Increments		
See Entre Family Volume Discount		

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SECTION 11 - PRODUCTS OF FORMER TELEDIAL AMERICA FOR FORMER LCI CUSTOMERS
(Cont'd)**11.7.2 National 800 Switched Service**
Class 9 1

Peak	Off Peak
.18	.16

18 Second Minimum/6 Second Increments
See Entre Family Volume Discount**11.7.3 Class of Service 92/ Entre 800 Service**

	Peak	Off Peak
Intrastate	.175	.145
IntraLATA	.15	.15

18 Second Minimum/6 Second Increments
See Entre Family Volume Discount**11.8 800 Magic Number is an enhanced 800 number that allows you to receive your calls wherever you are. In addition to the following features:**

Follow-Me:	Route your incoming Magic Number Calls to any telephone number
Call Out:	Make local, long distance or international calls.
Voice Messaging:	Receive, send, reply, transfer, future deliver, distribution lists, address book.
Teleconferencing:	Multiple Party conference calling.
Paging:	Works with your pager to notify you of new and urgent messages.

11.8.1 Option M1 : (Sold with certain Entre' products)

Service	Peak/Off Peak
Call	.35 .28
Follow-Me	.35 .28
Platform	.25 .25
800 Access	.25 .25

Service Fee: \$5.00 monthly fee with 20 platform minutes free each month.
Call and Follow-Me call rounding is 18 second minimum and 6 six increments
Platform is One Second Increments

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(Cont'd)

11.8.2 Option M2: (Sold with certain Entre' products)

Service	Peak/Off	Peak
Call	.38	.32
Follow-Me	.38	.32
Platform	.25	.25
800 Access	.25	.25

Service Fee: \$5.00/month (Includes 20 free platform minutes)

Call and Follow-Me call rounding is 18 second minimum and 6 six increments

Platform is One Second Increments

11.8.3 Option M3: (Sold with certain Ascend products)

Service	Peak/Off	Peak
Call	.38	.32
Follow-Me	.38	.32
Platform	.25	.25 Plan 1,2
	.28	.28 Plan 10
	.20	.20 Plan 13
800 Access	.25	.25

Service Fee: \$5.00/month (Includes 20 free platform minutes)

Call and Follow-Me call rounding is 18 second minimum and 6 six increments

Platform is One Second Increments

11.8.4 Option M4: (Sold with certain Entre' products)

Service	Peak/Off	Peak
Call	.20	.20
Follow-Me	.20	.20
Platform	.15	.15
800 Access	.25	.25

Service Fee: \$3.00/month (Includes 20 free platform minutes)

Call and Follow-Me call rounding is 18 second minimum and 6 six increments

Platform is One Second Increments

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(Cont'd)

11.8.5 Option M7: (Sold with certain Entre' products)

Service	Peak/Off Peak
Call	.30 .25
Follow-Me	.35 .28
Platform	.20 .20
800 Access	.25 .25

Service Fee: \$5.00/month (Includes 25 free platform minutes) Plan 13
Or \$0.00 per month with 0 minutes free. Plan 7

Call and Follow-Me call rounding is 18 second minimum and 6 six increments
Platform is One Second Increments

11.8.6 Teleconferencing	Set Up	Usage
Operator Assisted	\$3.00/site	\$0.42/min.
800 Meet Me	\$3.00/site	\$0.42/min
Meet Me	\$3.00/site	\$0.23/min

Per Minute rates are per participant (except Operator Monitoring)

Operator Monitoring \$.50/min. Additional (originating site only)

Call rounding: Teleconferencing-Whole Minute

Volume Discounts do not apply to Teleconferencing.

11.8.7 Paging (Optional)	Monthly Fee
1-300 pages	\$4.95
301-600 pages	\$6.95
601 + pages	\$9.95

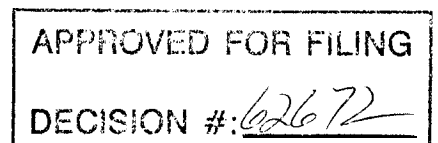
Monthly Usage Volume	Volume Discounts
\$0.00-\$199.99	0.0%
\$200-\$999.99	5.0%
\$1,000-\$1,999.99	10.0%
\$2,000-\$2,999.99	12.5%
\$3,000	15%

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERSRATE SCHEDULES

This section describes rates and charges applicable to services provided to COMPANY customers within the State of Arizona.

12.1. Choice One Plus Service

Choice One Plus Service is designed to accommodate small businesses whose monthly usage includes a variety of services including outbound (1+), Travel Card, and inbound (1-800). With this service, discounts are based upon Customers the total monthly usage for all inbound and outbound services. Customers may select a rate plan tailored to their calling needs as described below. The service is provided at a base rate of \$.16 per minute.

The Minimum Service Period for Service is one month. All calls are billed in six second increments. Rates and charges for the service vary depending upon the contract term and traffic volume committed by the Customer for all Choice services. Directory Assistance service is provided at an undiscounted rate of \$.60 per call. The following volume discounts are available to qualifying customers and are deducted from the base rate charges described above.

<u>Total Monthly Usage</u>	<u>Volume Discount</u>
\$0.00 - \$199.99	0.0%
\$200.00 - \$999.99	2.5%
\$1000.00 - \$2499.99	5.0%
Over \$2500.00	7.5%

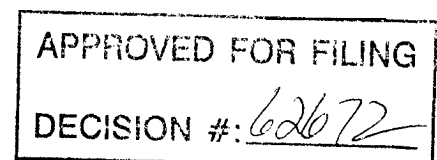
Eligibility for a volume discount is determined by the calculating the customer's total undiscounted monthly usage charges for other services including Choice 1-800 and Travel Service calls between intrastate, interstate, international points.

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.1 Choice One Plus Senice (Cont'd)

Customers who commit to a Monthly Usage Commitment of \$200.00 per month can receive a rate reduction of \$.005 off the base rate; \$.01 off the base rate for a commitment of \$1000.00 per month; and, \$.015 off the base rate for a commitment of \$2500.00 per month. The volume discounts set forth above are not applicable. The Customer will be responsible for a Minimum Monthly Usage Charge equal to 60% of the Monthly Usage Commitment.

Customers who subscribe to the service for one year and commit to a Monthly Usage Commitment of \$200.00 per month can receive a reduction of \$.01 off the base rate; \$.015 off the base rate for a commitment of \$1000.00 per month; and, \$.02 off the base rate for a commitment of \$2500.00 per month. Customers who subscribe to the service for two years receive an additional \$.005 reduction off the one year subscription rate for the Monthly Usage Commitment selected. The volume discounts set forth above are not applicable. The Customer will be responsible for a Minimum Monthly Usage Charge equal to 60% of the volume commitment.

Customers may subscribe to the service for a 90 day trial period. After that time, Customers who cancel service prior to the expiration of the Minimum Service Period may be subject to a forfeiture of \$200.00 per month or 50% of the Minimum Monthly Usage Charge for each remaining on the contract term, whichever is less. Cancellation does not relieve the Customer of the obligation to remit payment of the Minimum Monthly Usage Charge to the Company for the duration of the Minimum Service Period.

Service can be made available under a joint user arrangement whereby the Minimum Service Period and/or Monthly Usage Commitments may be waived for affiliates, employees, patrons, members, etc. of an existing customer.

Customers subscribing to Choice One Plus Services on or after December 1, 1995 will receive the following discounts off the applicable base rates. Such discounts vary depending upon the Customer's Minimum Service Period.

Commitment	Monthly	12 Month
\$200.00	\$0.015	\$0.020
\$1000.00	\$0.20	\$0.025

12.2 Choice Inbound Services

Choice Inbound Services permit Customers to receive calls from diverse locations. Under these arrangements, the Customer is billed for the charges, not the initiator of the call. Customers may elect to utilize dedicated access arrangement or switched access terminations to interconnect with a 1-800 Service. Prior to the installation of service, Customers may be required to submit estimates of call volume and traffic patterns to minimize instances of network blocking.

Nothing herein, or in any other provision of this schedule, or in any marketing materials issued by the Company shall give any person, including existing and **prospective** Customers, or their transferees or assignees, any ownership interest or proprietary right in any given telephone number. If

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.2Choice Inbound Services (Cont'd)

a Customer terminates the service, any 800 number assigned to the Customer by the Company will be forfeited by the Customer.

Charges for Choice Inbound Service vary depending upon the interconnection arrangements selected by the Customer. Monthly recurring charges and non-recurring charges may also apply. In addition, the Customer is responsible for all costs of interconnection facilities provided by a local access provider.

a. Choice Switched Inbound Service

Choice Switched Inbound Service enables Customers to utilize switched access facilities to interconnect with Carrier's service. Customers may select a rate plan tailored to their calling needs as described below.

The Minimum Service Period for Service is one month. All calls are billed in six second increments. A monthly fee of \$10.00 per 1-800 number may be applicable. Rates and charges for the service vary depending upon the contract term and traffic volume committed by the Customer. Customers will be billed at a base rate of .16 per minute.

The following volume discounts are available to qualifying customers and are deducted from the base rate charges described above.

<u>Total Monthly Usage</u>	<u>Volume Discount</u>
\$0.00 - \$199.99	0.0%
\$200.00 - \$999.99	2.5%
\$1000.00 - \$2499.99	5.0%
Over \$2500.00	7.5%

A customer's eligibility for a volume discount is determined by the calculating the customer's total undiscounted monthly usage charges for other carrier services including inbound and outbound (switched or dedicated) and Travel Service calls between intrastate, interstate, international points.

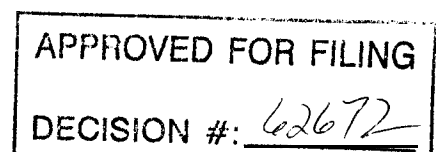
Customers who commit to a Minimum Monthly Usage level of \$200.00 per month can receive a rate reduction of \$.005 off the base rate; \$.01 off the base rate for a commitment of \$1000.00 per month; and, \$.015 off the base rate for a commitment of \$2500.00 per month. The volume discounts described above are not applicable. The Customer will be responsible for a Minimum Monthly Usage Charge equal to 60% of the Minimum Monthly Usage level.

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SECTION 12 – RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)**12.2. Choice Inbound Services (Cont'd)****a. Choice Switched Inbound Service (Cont'd)**

Customers who subscribe to the service for one year and commit to a Minimum Monthly Usage level of \$200.00 per month can receive a reduction of \$.01 off the base rate; \$.015 off the base rate for a commitment of \$1000.00 per month; and, \$.02 off the base rate for a commitment of \$2500.00 per month. Customers who subscribe to the service for two years receive an additional \$.005 reduction off the one year subscription rate for the Minimum Monthly Usage level selected. The volume discounts set forth above are not applicable. The Customer will be responsible for a Minimum Monthly Usage Charge equal to 60% of the volume commitment.

Customers may subscribe to the service for a 90 day trial period. After that time, Customers who cancel service prior to the expiration of the Minimum Service Period may be subject to a forfeiture of \$200.00 per month or 50% of the Minimum Monthly Usage Charge for each remaining on the contract term, whichever is less. Cancellation does not relieve the Customer of the obligation to remit payment of the Minimum Monthly Usage Charge to the Company for the duration of the Minimum Service Period.

Service can be made available under a joint user arrangement whereby the Minimum Service Period and/or Minimum Monthly Usage commitments may be waived for affiliates, employees, patrons, members, etc. of an existing customer.

Customers who subscribed to Inbound I-800 service on or after December 1, 1995 receive the following discounts off the applicable base rates. Such discounts vary depending upon the Customer's Minimum Service Period. All other terms and conditions of the service are applicable.

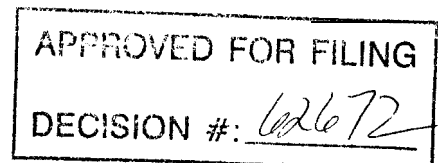
Commitment	Monthly	12 Month
\$200.00	\$0.015	\$0.020
\$1000.00	\$.020	\$.025

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)**12.3 Basic Calling Card Service**

Basic Calling Card is a service available to customers and authorized users for use at locations other than the customer's premises. Callers access the service by dialing the Company's access code, the caller is then instructed to input billing information and the telephone number associated with the called station. Service is provided at a rate of \$.25 per minute. All calls are timed in sixty (60) second increments. A per call charge of \$.25 is also applicable.

12.4 Connections Calling Card

The Connections Calling Card offers customers enhanced features and functions for use when traveling. Customers access the network by dialing a toll-free access number and an authorization code. Standard travel service is provided at a rate of \$.25 per minute and \$.25 per call. All calls are timed and billed for an initial period of one minute; usage thereafter is timed and billed in six (6) second increments. The per call charge may be waived for users affiliated with corporate customers and affinity programs. The following features are available to customers:

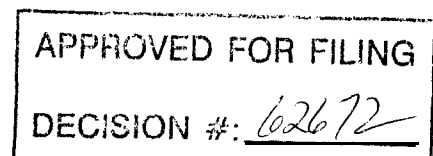
Voice Mail	\$.35	Per Minute
Personal Mail Box	\$2.50	Per Month
Information Services	\$.65	Per Minute
Directory Assistance	\$.65	Per Call
Directory Assistance/call completion	\$1.00	Per Call
Conference Calling	\$1.25	Per Conference Leg
	\$.30	Per Minute Per Leg
Message Delivery Service	\$.75	Per Call
Account Codes	No Charge	
Card Limit Service	\$.05	Per Call
Card Number Blocking	\$1.00	Per Card

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SECTION 12 – RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.5 Connections II Calling Card

The Connections II Calling Card offers customers access to COMPANY's network by dialing a toll-free access number and an authorization code. Service is provided at a rate of \$.199 per minute and is limited to use within the United States. international calling is not permitted. All calls are timed and billed in one minute increments.

12.6 TA Prepaid Card Service

TA Prepaid Card Service is an outbound voice grade communications service which allows Card Holders to charge telephone calls to a TA Prepaid Card. Under this arrangement, charges for calls are deducted from the Customer's prepaid account balance. Customers may purchase a Prepaid Calling Card directly from COMPANY or from an authorized representative of the Company. Prepaid Calling Cards are valid until the Customer's balance is depleted or until the expiration date displayed on the card, whichever occurs first. Except as may be specifically referenced therein, calls made utilizing TA Prepaid Card Service are not included in any other COMPANY services or promotions. The following types of calls may not be completed with the TA Prepaid Card Service:

- Calls to 500 numbers
- Calls to 700 numbers
- Calls to 800 numbers
- Calls to 900 numbers
- Directory Assistance calls
- Operator Services calls
- TA Conference calls
- TA Busy Line Verification and Interrupt Services
- Calls requiring the quotation of time and charges
- High Seas Service

Availability

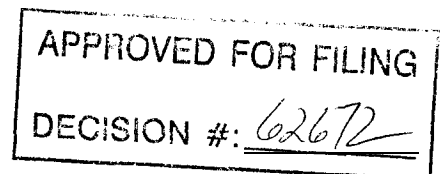
TA Prepaid Card Service is available twenty-four hours a day, seven days a week from locations in the United States and its territories. Provision of the service and the number of available TA Prepaid Cards may be subject to technical limitations. TA Prepaid Card Service is offered to Customers on a first come, first served basis and is provided to the holder of the card.

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)**12.6 TA Prepaid Card Service (Cont'd)**Regulations

The following regulations are applicable to this service:

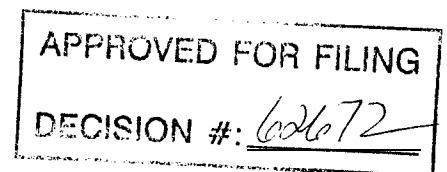
1. TA Prepaid Card Service is accessed using the COMPANY toll free number printed on the card.
2. All calls must be charged against TA Prepaid Card that has a sufficient balance.
3. Calls in progress will be terminated by the Company if the balance on the TA Prepaid card is insufficient to continue the call. Customers will hear an announcement when the Prepaid Card balance is about to be depleted. This announcement will occur ten minutes and one minute prior to the estimated time that the balance will be depleted. This estimate is based upon the unit rate associated with the terminating location of the call.
4. Prior to the disconnection of a call in process, the Customer will be requested to enter another valid TA Prepaid Card number or to activate a recharge transaction in order to continue the call.
5. TA Prepaid Cards are non-refundable and will expire on the date specified on the card or the carrier or package in which the card is included. The acquisition of a card entitles the customer or the authorized user of the card holder to make calls from the time of card activation until the available card balance either is depleted or until the card expires, whichever first occurs

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SECTION 12 -- RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)**12.6 TA Prepaid Card Service (Cont'd)**

Credit Allowances for Interruptions: Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the unit or dollar value for the duration of the call that is interrupted. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service Number printed on the TA Prepaid Card within 30 days from the date the interruption was experienced. The Customer must also furnish the called number, the trouble experienced (i.e., cut-off, noisy circuit, etc.): and the approximate time the call was placed, and the duration of the interruption. The Prepaid Card will then be credited with the appropriate unit or dollar amount as set forth herein.. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company nor for interruptions which are not properly reported to the Company.

Recharging Feature: Customers may increase a Prepaid Card balance using a valid commercial credit card which is accepted by the Company. This feature is only available to holders of unexpired cards and such transactions must be handled through a COMPANY provided telephone number and representative. All additional Prepaid Card units or dollars will be charged to the cardholder at the prevailing tariffed rate in effect on the date of recharging. A minimum of 30 units must be purchased in order to take advantage of this recharge feature.

Service Description: TA Prepaid Cards are distributed in unit denominations ranging from 15 to 300 units per card, or as otherwise specified by the Company. The Prepaid Card will be decremented the appropriate number of units for each minute the card is used. A per minute unit price is established for each terminating location. Calls are timed and debited in one minute increments, fractional minutes will be rounded up to the nearest whole minute. When the value of a TA Prepaid Card is less than the lowest unit price for a one minute call, the card will be retired and the unused balance forfeited. Prepaid Cards can be recharged pursuant to the provisions set forth herein.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 12 – RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.6 TA Prepaid Card Service (Cont'd)Taxes and Other Charges

a. Taxes: Charges for TA Prepaid Card Service are inclusive of federal, state and local taxes imposed on the provision of telecommunications service, but exclusive of the general retail sales, use and other similar taxes that may be imposed on the sale of the TA Prepaid Card at the time and point-of-sale.

b. **Payphone** Use Charge: An undiscountable two unit per call charge is applicable to TA Prepaid Unit Card calls originating from domestic payphones. An undiscountable two minutes will be deducted from the Dollar Option Cards for each call made from domestic payphones). This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies to the use of the instrument used to access COMPANY service and is unrelated to TA Prepaid Card Service. Customers of TA Prepaid Card Service will be charged the **payphone** use charge for each completed call made from a domestic payphone.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

Michael J. Meldahl, President
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APPROVED FOR FILING
DECISION #: <u>62672</u>

SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.6 TA Prepaid Card Service (Cont'd)TA Prepaid Card Rate Plans1. Standard Variable Plan Rate Plan

The Standard Variable Plan Rate Plan is plan that offers TA Prepaid Cards in denominations ranging from 15 units to 300 units per card, as shown below. Prices are inclusive of all taxes, but do not include the general retail sales, use and other similar taxes-that may be imposed at the time and point-of-sale of the TA Prepaid Card.

Card Denomination	Unit Price	Purchase Price
10	\$0.35	\$3.50
20	\$0.35	\$7.00
30	\$0.35	\$10.50
60	\$0.35	\$21.00
120	\$0.30	\$36.00
240	\$0.28	\$67.20
300	\$0.25	\$75.00

2. Single Rate Plan

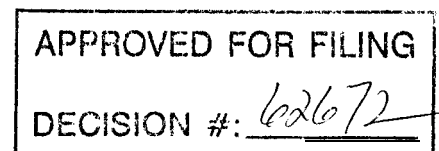
The Single Rate Plan makes Prepaid Cards available to Customers in various unit denominations at a single unit rate. Prices are inclusive of all taxes, but do not include the general retail sales, use and **other** similar taxes **that** may be imposed at **the** time and point-of-sale of **the** TA Prepaid Card. Single Rate Prepaid Cards will be sold at prices rounded to **the** nearest cent. Service is provided at a rate of **\$.25** per unit.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.6 TA Prepaid Card Service (Cont'd)3. Volume Discount Plan

The Volume Discount Plan is available to Customers who purchase several calling units in a single purchase. Customers that commit to a specified purchase level for a 12-month period will receive the discounted rates based upon the annual commitment level as shown below.

Level		Annual Purchase	Unit Denominations	Price Per Unit
A	1	0 to 1,259	20, 30, 60, 90	\$0.50
	2		120, 240, 300	\$0.50
B	1	1,260 to 41,000	20, 30, 60, 90	\$0.24
	2		120, 240, 300	\$0.23
C	1	41,001 to 206,000	20, 30, 60, 90	\$0.23
	2		120, 240, 300	\$0.22
D	1	206,001 to 1,100,000	20, 30, 60, 90	\$0.22
	2		120, 240, 300	\$0.21
E	1	1,100,001 to 4,700,000	20, 30, 60, 90	\$0.21
	2		120, 240, 300	\$0.20
F	1	4,700,001 to 25,000,000	20, 30, 60, 90	\$0.20
	2		120, 240, 300	\$0.19
G	1	25,000,001 to 50,000,000	20, 30, 60, 90	\$0.19
	2		120, 240, 300	\$0.18
H	1	Over 50,000,001	20, 30, 60, 90	\$0.15
	2		120, 240, 300	\$0.15

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING
DECISION #: 62672

SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.6 TA Prepaid Card Service (Cont'd)4. TA Prepaid Promotional Program

The TA Prepaid Promotional Program allows Customers to purchase Prepaid Cards to be distributed to their clients, patrons, and others for promotional purposes. Each Promotional Prepaid Card purchased by the Customer will reflect the number of calling minutes that are available to the Card Holder. The following restrictions are applicable to this program: 1) Promotional Prepaid Cards can only be used to place calls within the US Mainland; 2) Unless otherwise specified, Promotional Prepaid Cards expire six months from the date of activation or until the Card Holder's Prepaid balance is depleted, whichever occurs first; 3) Promotional Prepaid Cards cannot be used to place calls from payphones; and, Promotional Prepaid Cards are for promotional use only, distributors of Promotional Prepaid Cards are prohibited from charging Card Holders any additional fees for the use or activation of a Promotional Prepaid Card. Charges for Promotional Prepaid Cards are based upon the total number of units purchased by the Customer as set forth below.

Units Purchased		Rate Per Minute
250 to	500	\$0.19
501	1,000	\$0.18
1,001	15,000	\$0.17
15,001	25,000	\$0.16
25,001	50,000	\$0.15
50,001	100,000	\$0.14
100,001	250,000	\$0.12
250,001	500,000	\$0.10
500,001	1,000,000	\$0.09
1,000,001	1,500,000	\$0.08
Over 1,500,001		\$0.07

ISSUED: June 30, 2000

EFFECTIVE: June 30, 2000

Issued by:

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APPROVED FOR FILING DECISION #: <u>62672</u>

SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)**12.7 Conference Calling Service**

Conference Calling Service enables customers to conduct telephone conferences with multiple parties in multiple locations. All calls are timed and billed in one minute increments. A variety of options are available. All rates and charges are the responsibility of the entity which scheduled the conference.

Meet Me Service - This arrangement permits all conference participants to dial into the Carrier's bridge location at a designated time. A conference operator will connect each caller with the other conferees. Each caller is responsible for his/her long distance or local charges for access to the conference center. The following charges are applicable to this service:

Peak Hours	\$.23 per minute
Off-Peak Hours	\$.23 per minute

Toll-Free Meet Me Service - This conferencing arrangement allows all conference participants dial a toll-free 1-800 into the Carrier's bridge location. The conference operator will then connect the caller with the other conferees. The following charges are applicable to this service:

Peak Hours	\$.45 per minute
Off-Peak Hours	\$.45 per minute

Prescheduled Service - Under this arrangement, the Customer provides the name and telephone number for all conference participants and designates a time for the conference to take place. At the designated time, a conference operator will call each conferees and establish the conference. The Customer who scheduled the call is responsible for all conference fees. The following charges are applicable to this service:

Peak Hours	\$.45 per minute
Off-Peak Hours	\$.45 per minute

Automated Conference Service - Automated conference service eliminates the need for a "live" operator to administer a conference call. Under this arrangement, each conferee dials into the **conference** center and is connected with other conferees through a series of prompts. After the conferee inputs the information requested and, in some instances, a pass code, he/she is interconnected with the other conference participants. The following charges are applicable to this service:

Peak Hours	\$.40 per minute
Off-Peak Hours	\$.40 per minute

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.8 Affinity Programs

The Company's long distance services may be offered in conjunction with another company's product or service. Rates and charges vary depending upon the program purchased by the Customer as described below.

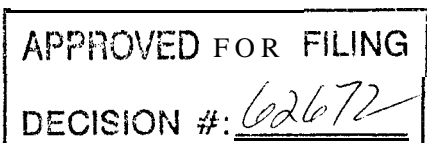
- a. Special Touch Service is a product designed for small business and residential users. Under this arrangement, Customers pay the same rate of \$.139 for all direct dial interstate and intrastate calls. Travel Card service is provided at a flat rate of \$.199 per minute. Calls are billed for an initial period of one minute; usage is timed and billed in six (6) second increments thereafter.
- b. Customers subscribing to the FGW program pay a flat rate of \$.189 per minute for intrastate calls. Users of the service access the Company's network using 1+ and access code dialing. Travel Service is provided at rate of \$.25 per minute. Usage is timed and billed in six (6) second increments.
- c. Customers subscribing to the WRG program pay a flat rate of \$. 179 per minute for intrastate calls. A **Minimum** Monthly Usage Charge of \$75.00 and a Minimum Service Period of 12 months are applicable. Travel Service is provided at standard rates. Calls are measured and billed in six second increments.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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SECTION 12 - RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.9 Cellular Service

Cellular Service is available to cellular service providers for use by their customers. Under this arrangement, the cellular telephone is pre-programmed with a toll-free number which connects the cellular customer to the network. Cellular providers may purchase this service at a rate of \$.22 per minute. A \$24.95 activation fee is applicable for each authorization code provided.

12.10 Count on Qwest

Count on Qwest is an outbound, multi-point service designed for businesses. Interstate usage charges vary depending upon the interstate minimum usage commitment selected by the Customer. Intrastate service is provided at a rate of \$.16 per minute. All calls are timed and billed for an initial period on one minute; subsequent usage is timed and billed in six second increments. Service is available on a presubscription basis in areas where COMPANY has purchased equal access facilities; Dial Up access is provided for the origination and termination of intrastate, **intraLATA** calls. The Minimum Service Period for Service is one month. Travel Service is available at a rate of \$.25 per minute; a per call charge of \$.25 is also applicable. Such calls are timed and billed for an initial period of one minute; usage thereafter is timed and billed in six (6) second increments. Directory Assistance Service is provided at a rate of \$.65 per call.

12.11 Qwest Connections - Residential

Qwest Connections - Residential is an outbound, multi-point service designed for residential users. This service is available on a presubscription basis in areas where COMPANY has purchased equal access facilities; Dial Up access is provided for the origination and termination of intrastate, **intraLATA** calls. Such service is provided at a rate of \$.135 per minute during Peak Hours; calls placed during Off- Peak hours are billed at a rate of \$.095 per minute. All calls are timed and billed in six second increments. The Minimum Service Period for Service is one month. Directory Assistance Service is provided at a rate of \$.65 per call. Travel Service is available at a rate of \$.25 per minute; a per call charge of \$.25 is also applicable. Calls placed using Travel Service are timed and billed for an initial period of one minute; usage thereafter is timed and billed in six (6) second increments.

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

Michael J. Meldahl, President
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130 N. Main Street
Butte, Montana 59701
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APPROVED FOR FILING
DECISION #: 62672

SECTION 12 RATES AND CHARGES FOR FORMER QWEST CUSTOMERS (Cont'd)12.12 Qwest Connections • Business

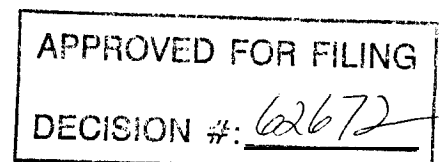
Qwest Connections • Business is an arrangement for business enterprises. Customers may utilize the service to place outbound calls and/or to provide inbound, toll free calling to their premises at the rates set forth below; calls are timed and billed in six second increments. This service is available on a presubscription basis in areas where COMPANY has purchased equal access facilities; Dial Up access is provided for the origination and termination of intrastate, intraLATA calls. The Minimum Service Period for Service is one month. Directory Assistance Service is provided at a rate of \$.65 per call. Travel Service is available at a rate of \$.25 per minute; a per call charge of \$.25 is also applicable. Such calls are timed and billed for an initial period of one minute; usage thereafter is timed and billed in six (6) second increments.

	PEAK HOURS	OFF-PEAK HOURS
Direct Dial Service	\$0.0900	\$0.0900
Inbound Service	\$0.1000	\$0.1000

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL

SECTION 13- RATES AND CHARGES FOR FORMER USLD CUSTOMERS

This section sets forth the rates and charges applicable to COMPANY's Metered Use Service offering. The total charge for each completed operator assisted call consists of three charge elements: fixed operator service charge, which will be dependent on the type of billing and completion restriction selected (i.e., Automated Calling Card Station-to-Station, Operator Assisted, or Person-to-Person); a measured usage charge dependent on the duration, distance and time of day of the call; and, where applicable, a property surcharge. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute.

The rates set forth in this section are applicable to calls originating and terminating within the State. Charges may be billed to a local telephone number, major credit card, calling card or to the called party.

13.1 USAGE CHARGES: INTERLATA

13.1.1 **EFFECTIVE RATES** • Rates listed below are in effect and used to calculate end user charges incurred as of the effective date of this page.

RATE <u>MILEAGE</u>	DAY		EVENING		NIGHT	
	1 st Min.	Min.	1 st Min	Min.	1 st Min.	Min.
0-10	\$0.30	\$0.17	\$0.21	\$0.13	\$0.18	\$0.11
11-22	0.40	0.22	\$0.28	\$0.16	\$0.23	\$0.13
23-55	0.45	0.27	\$0.31	\$0.19	\$0.25	\$0.16
56-124	0.52	0.33	\$0.35	\$0.23	\$0.29	\$0.19
125-292	0.53	0.36	\$0.35	\$0.25	\$0.29	\$0.21
293+	0.58	0.38	\$0.39	\$0.26	\$0.33	\$0.22

13.1.2 **MAXIMUM RATES** • Rates listed below represent the maximum rate level which COMPANY may use as effective rates in this tariff. These rates are a benchmark and are not used in calculating end user charges.

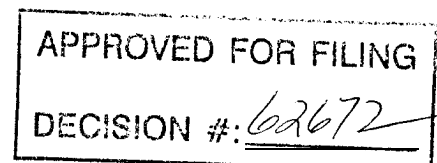
RATE <u>MILEAGE</u>	ADD. 1 st Min.	Min.
0-10	\$0.3000	\$0.1700
11-22	0.4000	0.2200
23-55	0.5307	0.3332
56-124	0.5560	0.3865
125-292	0.5560	0.4799
293+	0.5800	0.4820

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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ORIGINAL

SECTION 13 RATES AND CHARGES FOR FORMER USLD CUSTOMERS (Cont'd)**13.1 USAGE CHARGES: INTRALATA (Cont'd)**

13.1.3 **EFFECTIVE RATES** - Rates listed below are in effect and used to calculate end user charges incurred as of the effective date of this page.

	DAY		EVENING		NIGHT	
RATE		Add.		Add.		Add.
<u>MILEAGE</u>	<u>1st Min.</u>	<u>Min.</u>	<u>1st Min.</u>	<u>Min.</u>	<u>1st Min.</u>	<u>Min.</u>
o-9999	\$0.3000	\$0.3000	\$0.1620	0.1620	\$0.1620	\$0.1620

13.1.4 **MAXIMUM RATES** - Rates listed below represent the maximum rate level which COMPANY may use as effective rates in this tariff. These rates are a benchmark and are not used in calculating end user charges.

	DAY		EVENING		NIGHT	
RATE	Add.		Add.		Add.	
<u>MILEAGE</u>	<u>1st Min.</u>	<u>Min.</u>	<u>1st Min.</u>	<u>Min.</u>	<u>1st Min.</u>	<u>Min.</u>
o-9999	\$0.6000	\$0.6000	\$0.3200	\$0.3200	0.3200	\$0.3200

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING DECISION #: <u>62672</u>

SECTION 13 - RATES AND CHARGES FOR FORMER USLD CUSTOMERS (Cont'd)**OPERATOR SURCHARGES: INTERLATA**

All operator assisted calls are subject to operator surcharges. These charges apply on a per call basis and will be included with usage charges on a user's monthly invoice of charges.

13.2.1 **EFFECTIVE RATES** ■ Rates listed below are in effect and used to calculate end user charges incurred as of the effective date of this page.

	<u>Charge</u>
0 + Calling Card	\$0.95
0 + Calling Card (Op)	\$0.95
0 • Calling Card (Op)	\$2.30
0 + Bill to third Party	\$2.30
0 • Bill to third Party	\$2.30
0 + Collect	\$2.30
0 • Collect	\$2.30
0 + Person to Person	\$4.50
0 • Person to Person	\$4.50
0 + Credit Card	\$1.50
0 + Credit Card (Op)	\$1.50
0 • Credit Card (Op)	\$2.30
Public Payphone Surcharge	\$0.30
Customer Dialed Surcharge	\$1.30
Operator Dialed Surcharge	\$1.50

13.2.2 **MAXIMUM RATES** ■ Rates listed below represent the maximum rate level which COMPANY may use as effective rates in this tariff. These rates are a benchmark and are not used in calculating end user charges.

	<u>Charge</u>
0 + Calling Card	\$2.30
0 + Calling Card (Op)	\$3.00
0 • Calling Card (Op)	\$4.60
0 + Bill to third Party	\$4.60
0 • Bill to third Party	\$4.60
0 + Collect	\$4.60
0 • Collect	\$4.60
0 + Person to Person	\$9.00
0 • Person to Person	\$9.00
0 + Credit Card	\$3.00
0 + Credit Card (Op)	\$3.00
0 • Credit Card (Op)	\$4.60
Public Payphone Surcharge	\$0.60
Customer Dialed Surcharge	\$1.30
Operator Dialed Surcharge	\$1.50

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000

APPROVED FOR FILING
DECISION #: 62672

SECTION 13 - RATES AND CHARGES FOR FORMER USLD CUSTOMERS (Cont'd)13.3 SUBSCRIBER SURCHARGES: INTERLATA

COMPANY, on behalf of its subscriber, may charge users a subscriber surcharge of no more than \$2.00, and such surcharge will appear on COMPANY's bill to the user. COMPANY requires its subscribers to clearly post any such surcharge on or around the subscriber's equipment from which such surcharge is imposed.

13.4 Non-Subscriber Surcharge: INTERLATA

A Non-Subscriber Surcharge is applicable to intrastate Operator Station (Collect, Billed to Third Party, and Person-to-Person) calls billed to residential telephone lines which are **presubscribed** to an interexchange carrier other than COMPANY. This charge is in addition to the usage rates applicable to such calls and is also in addition to any applicable service charges for Operator Station calls as specified in this Tariff.

The Non-Subscriber Surcharge does not apply to: Calls billed to calling cards or credit cards, conference calls, calls to directory assistance, calls billed to residential telephone lines which have discontinued presubscription to COMPANY but for whom an active billing record still exists in the Company's billing system, or to collect calls accessing COMPANY's network via 800 access methods.

COMPANY will credit any Non-Subscriber Surcharges reported by newly-presubscribed COMPANY Customers during the period between presubscription and administrative processing of the new Customer. The Company will also credit any Non-Subscriber Surcharges reported by Customers during a FCC reportable incident of service outage by another interexchange carrier. To receive either of these credits, Customers must contact the Company through an 800 number designated for billing inquiries. The credit will be issued in the form of a bill credit to be processed electronically through the Customer's Local Exchange Carrier.

The Non-Subscriber Surcharge applies in all Local Exchange areas where billing is available and will be implemented in all remaining Local Exchange areas as billing becomes available.

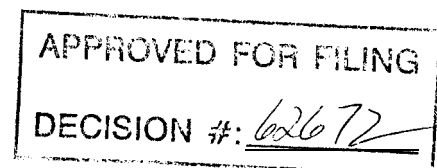
	<u>Maximum</u>	<u>Effective</u>
Non-Subscriber Surcharge:	\$4.00	\$1.94
Directory Assistance:	\$4.00	\$1.15

ISSUED: June 30, 2000

Issued by:

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EFFECTIVE: June 30, 2000



ORIGINAL**SECTION 13 - RATES AND CHARGES FOR FORMER USLD CUSTOMERS (Cont'd)****13.5 OPERATOR SURCHARGES: INTRALATA**

All operator assisted calls are subject to operator surcharges. These charges apply on a per call basis and will be included with usage charges on a user's monthly invoice of charges.

13.5.1 **EFFECTIVE RATES** - Rates listed below are in effect and used to calculate end user charges incurred as of the effective date of this page.

	<u>Charge</u>
0 + Calling Card	\$0.50
0 + Calling Card (Op)	\$0.85
0 - Calling Card (Op)	\$0.85
0 + Bill to third Party	\$1.30
0 - Bill to third Party	\$1.30
0 + Collect	\$1.30
0 - Collect	\$1.30
0 + Person to Person	\$3.50
0 - Person to Person	\$3.50
Public Payphone Surcharge	\$0.26

13.5.2 **MAXIMUM RATES** - Rates listed below represent the maximum rate level which COMPANY may use as effective rates in this tariff. These rates are a benchmark and are not used in calculating end user charges.

	<u>Charge</u>
0 + Calling Card	\$1.00
0 + Calling Card (Op)	\$1.70
0 - Calling Card (Op)	\$1.70
0 + Bill to third Party	\$2.60
0 - Bill to third Party	\$2.60
0 + Collect	\$2.60
0 - Collect	\$2.60
0 + Person to Person	\$7.00
0 - Person to Person	\$7.00
Public Payphone Surcharge	\$0.60

ISSUED: June 30, 2000

Issued by:

EFFECTIVE: June 30, 2000

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APPROVED FOR FILING
DECISION #: 62672

ORIGINAL**SECTION 13 – RATES AND CHARGES FOR FORMER USLD CUSTOMERS (Cont'd)****13.6 Non-Subscriber Surcharge: MTRALATA**

A Non-Subscriber Surcharge is applicable to intrastate Operator Station (Collect, Billed to Third Party, and Person-to-Person) calls billed to residential telephone lines which are presubscribed to an interexchange carrier other than COMPANY. This charge is in addition to the usage rates applicable to such calls and is also in addition to any applicable service charges for Operator Station calls as specified in this Tariff.

The Non-Subscriber Surcharge does not apply to: Calls billed to calling cards or credit cards, conference calls, calls to directory assistance, calls billed to residential telephone lines which have discontinued presubscription to COMPANY but for whom an active billing record still exists in the Company's billing system, or to collect calls accessing COMPANY's network via 800 access methods.

COMPANY will credit any Non-Subscriber Surcharges reported by newly-presubscribed COMPANY Customers during the period between presubscription and administrative processing of the new Customer. The Company will also credit any Non-Subscriber Surcharges reported by Customers during a FCC reportable incident of service outage by another interexchange carrier. To receive either of these credits, Customers must contact the Company through an 800 number designated for billing inquiries. The credit will be issued in the form of a bill credit to be processed electronically through the Customer's Local Exchange Carrier.

The Non-Subscriber Surcharge applies in all Local Exchange areas where billing is available and will be implemented in all remaining Local Exchange areas as billing becomes available.

Non-Subscriber Surcharge: \$1.94

13.7 Subscriber Surcharges: INTERLATA

COMPANY, on behalf of its subscriber, may charge users a subscriber surcharge of no more than \$2.00, and such surcharge will appear on COMPANY's bill to the user. COMPANY requires its subscribers to clearly post any such surcharge on or around the subscriber's equipment from which such surcharge is imposed.

ISSUED: June 30, 2000
Issued by:

EFFECTIVE: June 30, 2000

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